

ANCOMM

SCHOOL PROGRAM AGREEMENT FOR KELLER INDEPENDENT SCHOOL DISTRICT

This AnComm *School Program Agreement*, including all attachments hereto (this "Agreement") is entered into as of the "Effective Date" below, by and between
AnComm, Inc. ("AnComm"),
and
Keller Independent School District

1. DEFINITIONS

The following capitalized terms in quotes will have the meanings set forth below for purposes of this Agreement:

1.1 User means the person or entity that is invited to use the Talk About It Service by School and includes Students, Administration, and Staff.

1.2 Content means collectively all opinions, text, images, audio clips, information, data, messages or other materials or information appearing on the Site or in conjunction with the Service or submitted to the Site or Service, whether transmitted privately or posted publicly.

1.3 Service, or Talk About It Service means the Site and any associated services provided on the Site, as set forth in Exhibit A hereto.

1.4 Site means the world wide web site developed, operated, and maintained by AnComm.

2. SERVICES

2.1 Services. AnComm develops, operates and maintains a web site that provides Schools with its unique extranet service ("Talk About It Service") providing a forum for all levels of administrators, students, and staff at an organization or school, to communicate with designated administrators or school or district officials through the Site, all as set forth in Exhibit A to this Agreement.

2.2 AnComm provides School with one site dedicated and customized to fit School needs. All data transferred via the Service is encrypted

with SSL technology to ensure confidentiality of messages.

2.3 Within thirty (30) days of the Effective Date, AnComm will provide School with access to its Talk About It Service and the services described in Exhibit A attached hereto in accordance with the terms and conditions of this Agreement.

3. SCHOOL OBLIGATIONS

3.1 The School's use of the Site and the Service is subject to those certain School Administration, Staff and Student Terms of Use (collectively referred to herein as the "User's Terms of Use"), and the terms of AnComm's Privacy Statement (the "Privacy Statement"). The User's Terms of Use and the Privacy Statement are hereby incorporated herein by reference and shall govern the School's obligations hereunder and the School's use of the Site and the Service.

3.2 School shall designate one individual who will have primary responsibility for responding to and interacting with AnComm, or its partners and affiliates, for the entire course of the Parties' relationship.

3.3 To the extent allowed by law, School shall provide to AnComm a current list of Users enrolled by School together with such other information about the User as AnComm may request, including, without limitation, each student's name, and grade, a faculty member's position with the School ("User Information"). Such User Information (and all updates) shall be provided in a Microsoft Excel format (electronically) and in such other format as AnComm may reasonably request from time to



time. School shall update the User Information on a regular basis, by providing to AnComm a list of any new Users and a list of Users who are no longer enrolled by School. It is School's sole responsibility to ensure that it provides such information to AnComm. AnComm shall not be responsible for any use of the Site and/or Talk About It Service by a User after such enrollment termination date.

3.4 School understands that each User shall enter into a separate agreement with AnComm in the form of the Users' Terms of Use. School agrees that it shall not have access to, and shall not request from AnComm, any information relating to any use of the Site and/or Service by any User, including, but not limited to, the personally identifiable information of any such User; provided, however, that AnComm may, in its sole discretion, provide such information to School if such User is in violation of the terms of the Users' Terms of Use, or as otherwise provided in the Users' Terms of Use. In no event shall AnComm be liable to School for any damages, costs, expenses, or other liability arising out of a breach of the Terms of Use by any student or any employee or staff of the School.

3.5 If AnComm is informed by government authorities or other parties of inappropriate or illegal use of AnComm equipment, the Talk About It Service or networks accessed through AnComm, or AnComm otherwise learns of such use or has reason to believe such use may be occurring, School will co-operate in any resulting investigation by AnComm or government authorities. Any government determinations will be binding on School. If School fails to co-operate with any such investigation, or determination, or fails to immediately rectify any illegal or improper use, AnComm may immediately suspend, or terminate any or all of the Talk About It Service. Further, upon notice to School, AnComm may modify or suspend the Talk About It Service as necessary to comply with any law or regulation as reasonably determined by AnComm.

4. License and Restrictions

4.1 License. AnComm hereby grants to School a nonexclusive, nontransferable worldwide license to access and use the Site and Talk About It Service in order to provide Users with access to and use of the Site and Talk About It Service, during the term of this Agreement.

4.2 License Restrictions. School's use of the Site and/or Talk About It Service is subject to the following: School will not, and will not permit others to, (a) modify the Site and/or Talk About It Service in whole or in part; (b) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code form or structure of the Site and/or Talk About It Service; (c) assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the Site and/or Talk About It Service or School's right to use the Site and/or Talk About It Service; or (d) remove any proprietary notices or labels on the Site and/or Talk About It Service. All rights not expressly granted to School are reserved by AnComm or AnComm's licensors. There are no implied rights.

5. TRADEMARK LICENSE

5.1 AnComm hereby grants to School a worldwide, non-exclusive, non-transferable license to use the Talk About It Service trademarks, trade names, service marks, logos, and other proprietary designations ("Trademarks") of AnComm in connection with this Agreement. All use by School of the Trademarks shall be in accordance with AnComm's trademark usage guidelines or such other guidelines as AnComm may provide to School in writing from time to time. School acknowledges and agrees that AnComm owns the Trademarks, that any goodwill derived from the use of the Trademarks inures solely to AnComm, and that AnComm reserves the right to discontinue the use of any Trademark upon written notice to School.

6. DATA OWNERSHIP; USE

AnComm shall own any and all data collected or tracked pursuant to this Agreement ("Data").

7. FEES AND PAYMENTS

School shall be liable for any applicable taxes or other government assessments that are applicable to School for services rendered by AnComm. AnComm understands that School is a tax-exempt governmental body.

8. MARKETING

AnComm reserves the right to publicly acknowledge the School-AnComm relationship in various marketing materials and formats such as press releases, web site placement, case



studies, presentations, client lists, and collateral or to use any materials developed on behalf of School for presentation to other schools and prospective schools for any reasonable form of agency self-promotion.

9. TERM AND TERMINATION.

9.1 Term. The initial term shall commence as of the Effective Date and will continue for one (1) year ("Initial Term"). This Agreement shall automatically be extended for successive one (1) year terms unless either party notifies the other party in writing of its intention not to renew within thirty (30) days prior to the end of the Initial Term or any renewal term.

9.2 Termination by Default. In the event that School defaults in the performance of any material obligation required to be performed hereunder and if such default is not cured within fifteen (15) calendar days after written notice thereof by AnComm, then AnComm, at its sole option, may, in addition to any other remedies it may have, immediately terminate the Agreement by giving written notice of termination to the defaulting Party.

9.3 Termination by Dissolution and Liquidation. The Agreement may be terminated immediately by either Party on notice or in the event that an action is instituted by or against the other Party seeking its dissolution or liquidation, or an audit, by AnComm, of such Party's institutional standing, corporate existence, or assets.

9.4 Effect of Termination. Neither party will have any liability to the other for any claims arising out of termination of this Agreement in accordance with this Section 9, including without limitation, for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. However, termination of this Agreement will not extinguish any liability of either party arising before termination of this

Agreement, including without limitation, for payment of amounts due under Section 7.

9.5 Survival. The provisions of Sections 4, 5, 6, 7, 10 and 11 of this Agreement will survive any termination or expiration of this Agreement.

10. GENERAL

10.1 Assignment. Except as otherwise expressly provided in this Agreement, neither party may transfer or assign its rights or delegate its obligations hereunder (whether voluntarily or by operation of law) without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, provided that each Party will have the right to transfer this Agreement, and assign all of its rights and delegate all of its obligations hereunder, to any successor by way of merger or consolidation or in connection with the sale and transfer of substantially all of its business and assets relating to this Agreement. Any transfer or assignment in violation of this Section 10.2 shall be void and of no effect.

10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, will be deemed an original.

10.3 Each party acknowledges that it has read this Agreement and agrees to all its terms and conditions. Each party understands that the other may at any time (directly or indirectly) operate Web sites that are similar to or compete with its Site. Each party has independently evaluated the desirability of entering into this Agreement and is not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement.



IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

School Information:

Keller Independent School District
350 Keller Parkway
Keller, Texas 76248
Phone: 817-744-1000
Bob Apetz, President of the Board of Trustees

Signature (Print and Sign):

Date

Bob Apetz

AnComm Signature:

Date

Bronze A. Ellison

SOFTWARE APPLICATION AND
ANCOMM TALK ABOUT IT SERVICE

EXHIBIT A

ANCOMM – SERVICES

The School should begin using the service no later than 2 weeks from the date of the “Kick Off” meeting held by the Student Task Force and Faculty representative(s) at the school.

- Users access the Talk About It service via a unique website dedicated to the School
- Anonymous messages are sent between senders and designated recipients
- SSL encrypted application to ensure confidentiality
- Unlimited self-created or imported surveys with real-time graphical and percentage results
- Unlimited self-created polls with real-time graphical and percentage results
- Unlimited self-created news and bulletins section
- Accessible real-time traffic reports on usage by grade, department and geographical locations
- Real-time alerts for urgent messages
- Quickly indicate resolution of student issues
- Ongoing support and service for term of use

CUSTOMER END USER AGREEMENT

FEES, PAYMENTS, AND EFFECTIVE DATE

EXHIBIT B

Program for the following schools:

- Keller High School
- Central High School
- Fossil Ridge High School
- The Learning Center
- Hillwood Middle School
- Indian Springs Middle School
- Keller Middle School
- Trinity Springs Middle School
- Fossil Hill Middle School

Effective Date: 8/25/08 (First Day of School)

Annual Licensing Fee: \$26,955 (\$2,995 for 9 schools)

District Discount: - \$2,955 (Alternative Learning Center)

Fee includes full use of service and ongoing 24x7 support including unlimited calls or request from schools for term of use and remote training.

One Time set-Up Fee: \$1,995- Waived

Includes onsite training for the schools. Specifically, training meetings for:

- Designated faculty members of student messages, approximately 1 hour in length
- Student Task Force Members = 2 to 3 students from each grade, approximately 1 hour in length
- Student Task Force Peer to Peer Presentations = Your AnComm Account Manager trains these students who address the student body regarding the use of the 'Talk About It' service in their school

Total Due: \$24,000.00

AnComm Customer Referral Program

EXHIBIT C

AnComm customers are in the best position to tell others why they chose to implement the 'Talk About It' anonymous messaging and emergency notification service and we would like to reward you for doing so. By simply recommending the use of 'Talk About It' to other schools who end up purchasing the service your school's renewal fee can be reduced or even waived for the next year's use.

Renewal Fee Discounts (Below discount are applied to an individual school's renewal fee):

- Q Completely waived when 10 other schools launch 'Talk About It'
- Q Reduced by 90% when 9 other schools launch 'Talk About It'
- Q Reduced by 80% when 8 other schools launch 'Talk About It'
- Q Reduced by 70% when 7 other schools launch 'Talk About It'
- Q Reduced by 60% when 6 other schools launch 'Talk About It'
- Q Reduced by 50% when 5 other schools launch 'Talk About It'
- Q Reduced by 40% when 4 other schools launch 'Talk About It'
- Q Reduced by 30% when 3 other schools launch 'Talk About It'
- Q Reduced by 20% when 2 other schools launch 'Talk About It'
- Q Reduced by 10% when 1 other schools launch 'Talk About It'

Simply provide your designated AnComm Account Manager the contact information of any staff member that you have asked to evaluate our service. We'll take it from there and let you know when the sign up.