



ADDENDUM 32

to

Master Price Agreement G-2012-100

1. The following shall be added to Exhibit B of Master Price Agreement G-2012-100.

EXHIBIT B

EDUPOINT Model 3 - ESD (as ASP) Perpetual License/Locally Hosted
Only Available to ESD's or Cooperative Groups

| Synergy Student Information System | | | |
|---|---|---------------------------|-----------|
| OSIS PRICING SUMMARY | | | |
| PERPETUAL LICENSE MODEL | | | |
| Purchase/ASP Price | | | |
| Three Rivers/Josephine Cou | based on 5002 students | Per Student | Total |
| Go Live Date is: 8/1/2013 | Part of Eugene ESD | Cost | Amount |
| One-Time Perpetual License Fee | | | |
| | Synergy SIS, Gradebook, Synergy Special Education | \$10.00 | \$50,020 |
| | Master Schedule Builder, ParentVUE/StudentVUE, Web Portals | 1 st Year Only | |
| Annual Support | | \$0.90 | \$4,502 |
| Annual Maintenance | | \$2.00 | \$10,004 |
| Implementation Services | | \$2.00 | \$10,004 |
| | Eugene ESD will provide implementation services | | |
| | Project Management, Training, Implementation Services (Refer to contract for detail) | 1st Year Only | |
| Year 1: Total Perpetual License, Support, Maintenance & Implementation Service | | | \$74,530 |
| Year 2: Annual Support & Maintenance | | | \$14,506 |
| Year 3: Annual Support & Maintenance | | | \$14,506 |
| Year 4: Annual Support & Maintenance | | | \$14,506 |
| Year 5: Annual Support & Maintenance | | | \$14,506 |
| 5 Years Total Perpetual License, Support, Maintenance & Implementation Service | | | \$132,554 |



2. The following shall be added to Exhibit C of Master Price Agreement G-2012-100.

EXHIBIT C
SOFTWARE PERPETUAL LICENSE AGREEMENT
OSIS Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems LLC, hereinafter referred to as "Company", and Three Rivers School District, hereinafter referred to as "Licensee," in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

A. **SPECIFIC SOFTWARE PRODUCTS** – Company hereby agrees to provide Licensee with the Licensed Software Products as specifically set forth in the Master Price Agreement G2012-100 ("Master Agreement") to an OSIS member school district (SD) or OSIS member education service district (ESD), or other Cooperative Group, either hereinafter referred to as "Licensee.." This Software Perpetual License Agreement ("License Agreement") is subject to the Master Agreement. Conflicts between the Master Agreement and the License Agreement will be resolved in favor of the Master Agreement. Oregon school districts or ESD's that did not sign the Salem-Keizer SD Oregon SIS joint Procurement IGA may only license the Licensed Software Products if they are directly affiliated through an OSIS authorized ESD or Cooperative group.

B. **LICENSE** – Licensee is hereby granted a one-time, non-exclusive license for the use of the Licensed Software Products. If the Licensee is an SD, the license granted hereby is for use by the Licensee only, for its own internal operational purposes. The Licensee may not re-license the Licensed Software Products, and may not use the Licensed Software Products to provide services to other Licensees. If the Licensee is an ESD or other Cooperative Group, the license granted hereby is for the Licensee's own internal use and for use by the Licensee to provide services to other Licensees; however the ESD or Cooperative Group Licensee may not re-license the Licensed Software Products. Licensee agrees not to duplicate or permit the Licensed Software Products to be used by others without the express written consent of Company.

C. **LIMITED WARRANTY** – Company represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed Software Products are, however, subject to continued revision and may, at times, be at variance with the sales literature.

For a period of twelve (12) months following the date the Licensee completes its UAT Acceptance or places the Licensed Software Products into production for either pilot or general deployment, whichever first occurs, Company shall correct all material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee. During this twelve (12) month warranty period, Licensee is not entitled to any software updates or enhancements (except those required to correct material substantive errors in the Licensed Software Products as reported in writing to Company by Licensee), unless Licensee has also executed the Software Maintenance Agreement with Company.

D. LIMITATION OF LIABILITY COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF THE LICENSED SOFTWARE PRODUCTS. COMPANY SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST LICENSEE BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT COMPANY MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. COMPANY AND LICENSEE ACKNOWLEDGE THAT THIS LICENSE AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPLACEMENT OF ANY DEFECTIVE OR INCOMPLETE LICENSED SOFTWARE PRODUCTS HEREUNDER SHALL BE LICENSEE'S EXCLUSIVE REMEDY.

E. **PROPRIETARY RIGHTS** –Licensee hereby acknowledges: (i) Company's proprietary and superior interest in the Licensed Software Products;



and (ii) the reservation of all rights and privileges with respect to the Licensed Software Products not expressly granted herein. Licensee acknowledges and agrees that the Licensed Software Products constitute a trade secret and/or proprietary information of Company. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in the Licensed Software Products, are and shall remain the property of Company. Company hereby reserves all rights not otherwise expressly granted herein. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this License Agreement shall be void. Except as expressly authorized by this License Agreement, Licensee shall not modify or alter the Licensed Software Products, provide any entity with the means or otherwise authorize any entity to do so, reverse engineer any software or attempt to create source code for any software by any means. Enhancements made on behalf of or at the request of Licensee by Company shall be owned by and proprietary to Company. Licensee shall have the right to make changes, modifications, alterations or enhancements (collectively referred to as "Enhancements") to the Licensed Software Products. Provided such Enhancements are made solely by Licensee, Licensee shall own said Enhancements subject to the following: (i) Licensee shall not by reason of the ownership of any Enhancements receive or otherwise acquire any interest in the Licensed Software Products not specifically granted under this License Agreement; and (ii) Licensee shall not license or sublicense the Enhancements to any third party without the prior written consent of Company, which consent may be withheld in Company's sole and absolute discretion.

F. CONFIDENTIAL AND VALUABLE SUBSTANCE – Licensee recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Company is desirous of maintaining rigorous control over the Licensed Software Products. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Licensee shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not

altered, modified, suppressed, or in any other way made inconspicuous.

2. Licensee shall restrict access to the Licensed Software Product to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee's business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.

3. Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, both hereinafter referred to as Contractors, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Company. Company agrees that it will not unreasonably withhold such consent. For each such Contractor, before allowing Contractor access to Confidential information, Licensee will require Contractor to sign a non-disclosure agreement of a form acceptable to the Company and submit this form to the Company for approval. If Company does not respond that Contractor is unacceptable within ten (10) business days of receipt of such form the Contractor shall be deemed acceptable to Company. Non-disclosure agreements under this provision shall not be required in the event Contractor is an employee or agent of another State of Oregon Licensee of the Company's Software Products.

4. Licensee shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).

5. Licensee agrees to notify Company, in writing, as soon as it becomes aware of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings



deemed necessary by Company to protect Company's rights.

G. CONTROL OF CHANGES – Licensee shall submit all requests for changes in writing.

H. PAYMENT – The licensing fees to be paid by Licensee for the Licensed Software Products are set forth in Exhibit B of the Price Agreement G2012-100. Licensee agrees to pay, on a non-refundable basis, the license fees based upon the payment schedule set forth in Exhibit B. All payments are due within thirty (30) days of invoice date.

I. TAXES – Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Licensed Software Products or the services to be performed pursuant to this License Agreement, exclusive of taxes based on the net income of Company.

J. ASSIGNMENT – So long as the license under this License Agreement is in effect, the services to be performed by Company are personal in character and neither this License Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this License Agreement. Notwithstanding the foregoing, Company may assign this License Agreement or its rights, interest or obligations under this License Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this License Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

K. INDEMNITY – With the exception of those software products for which Company is merely acting as an authorized distributor (Third Party Components), Company hereby warrants that it holds absolute ownership of right to sublicense all of the Licensed Software Products subject to this License Agreement. Company shall indemnify, defend, and hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary

rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.

L. CHOICE OF LAW – This License Agreement shall be interpreted under and construed in accordance with the internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof.

M. TERM OF LICENSE AGREEMENT - The term of the License Agreement shall be for five (5) years from the date of execution with fifteen automatic one (1) year renewals thereafter to a cumulative twenty (20) years, without additional cost to Licensee. This License Agreement may be terminated by Licensee during the Term of the License Agreement as provided in the Master Agreement.

N. BINDING – This License Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

O. GENERAL – No amendments, modifications, or supplements to this License Agreement shall be binding unless they are in writing and signed by both parties hereto. Neither party shall be liable for any delay or failure to perform its obligations under this License Agreement if a force beyond its control causes such delay or failure. The phrase "force beyond its control" shall include, but not be limited to: war, embargoes, strikes, civil strife or disturbances, fires, floods, acts of God, governmental restrictions, communication line failures, power failures (including third party vendor delays), and any other cause totally beyond the control of either party.

No action, regardless of form, arising out of this License Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the area of nonpayment, more than one (1) year from the date of the last payment.

P. SOURCE CODE ESCROW – Company will store with a third party Escrow Agent one copy covering all Licensees within the State of Oregon, certain computer source code for the program(s) licensed as part of this License Agreement, including all Company-owned source code necessary to continue operations of Licensed Software Products, and other information regarding any additional third party components used in conjunction with the



products. Company will designate the Licensee as a User in its Software Source Code Escrow Agreement (see Exhibit H of the Price Agreement G-2012-100). The Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company’s contract with the Software Source Code Agent.

any purpose to reverse engineer, develop derivative works or to sublicense the right to use the Source Code to any other person or entity for any purpose. The Licensee, as well as any Licensee authorized contractors or agents will also be obligated to treat the Source Code as confidential information of Company under this License Agreement.

Unless a release event occurs, in no event shall the Licensee have the right to use the Source Code for Company and Licensee have caused this License Agreement to be executed on the dates set forth below.

Edupoint Educational Systems
 1955 S. Val Vista Drive, Suite 200
 Mesa, AZ 85204
 (480) 633-7500, (800) Edupoint
 Fax (480) 633-7501

Three Rivers School District
 P.O. Box 160
 Murphy, OR 97533
 (541) 862-3111
 Fax (541) 862-3119

Rob Wilson President

Dan Huber-Kantola Superintendent

Printed Name Title

Printed Name Title

 Signature Date Signed

 Signature Date Signed



3. The following shall be added to Exhibit D of Master Price Agreement G-2012-100.

EXHIBIT D
PERPETUAL MAINTENANCE AGREEMENT
For Perpetual License
OSIS Version G2012.02.15

THIS AGREEMENT, by and between Edupoint Educational Systems, hereinafter referred to as “Company”, and Three Rivers School District, hereinafter referred to as “Licensee,” in consideration of the mutual promises and subject to the terms and conditions set forth herein, is as follows:

A.

ANNUAL MAINTENANCE SERVICE – Company Software Maintenance Service becomes effective upon the initial installation of the Licensed Software and includes program updates and new system versions after warranty expiration. Software updates are available after the LIMITED WARRANTY expires, unless the Licensee executes this Software Maintenance Agreement concurrently with the Software License Agreement, in which case software updates become available starting on the date of initial installation of the licensed software at the Licensee’s site.

Company provides maintenance and support services for the current version and the immediately prior version only

Licensee shall select one of the three maintenance and support plans; Basic Plan, Premium Plan or Direct Support Plan. The selected plan shall be set forth on the agreement between the parties.. Both the Basic Plan and the Premium Plan are based upon the Licensee or the Licensee’s ESD or Cooperative Group providing its own first level support of the Licensed Software Product, such that support requests from the Licensee’s school operations and Licensee office staff are routed to the Licensee’s internal adequately staffed and competently trained student information system support group or helpdesk or that of its ESD or Cooperative Group SIS service provider. Support requests that cannot be resolved by the Licensee’s internal support group or that of its ESD or Cooperative Group SIS service provider will be routed to Company for resolution

1) BASIC PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State’s authorized educational agency.

- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Licensed Software Products and other client software application systems so long as Company provided such interfaces to the client and the client has not altered such interfaces.

b) Support Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

c) Major Outage

Definition of a Major Outage

A “Major Outage” is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the



Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

Response Time for a Major Outage

E-support response time – within two (2) hours.

Phone support – within one (1) hour.

d) Non-Major Outage

Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

Response Time for a Non-Major Outage

E-support response time – within two (2) business days.

Phone support – within one (1) business day.

2) PREMIUM PLAN – This plan includes everything included in the Basic Plan plus additional services as defined in the designations below: Bronze, Silver, Gold and Platinum. Unless otherwise specified on an attachment or exhibit to this agreement, the Licensee will receive maintenance and support as per the Basic Plan..

- Bronze .
Licensee may send two (2) representatives to attend Company’s User’s Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver
Licensee may send three (3) representatives to attend Company’s User’s Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold.
Licensee may send four (4) representatives to attend Company’s User’s Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

- Platinum
Licensee may send five (5) representatives to attend Company’s User’s Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in events must be made at least 30 days prior to the event. Licensees may send additional staff at Licensee’s own expense. Travel expenses do not include parking, transportation to/from hotel, incidentals at hotel, evening meals, or fees associated with travel changes made after booking.

3) DIRECT SUPPORT PLAN – This plan is for Licensees that do not

provide their own first level support for the Licensed Software

Product, but rather allow the Licensee’s school operations and Licensee office staff to request support services directly from Company.

- a) Software Updates Include: Same as Basic Plan
- b) Support Includes: Same as Basic Plan

B. PAYMENT – The cost for the Annual Maintenance Service is listed in Exhibit B to the Price Agreement G-2012-100. Licensee agrees to pay all amounts billed in accordance with this Agreement within thirty (30) days of invoice date.

C. LIMITATION OF LIABILITY: EXCLUSIVE REMEDY- Company’s LIABILITY HEREUNDER SHALL BE LIMITED TO THE CORRECTION OF ANY DEFECTS IN THE MAINTENANCE SERVICES PROVIDED HEREUNDER. Company SHALL NOT BE LIABLE TO Licensee OR ANY OTHER PERSON, FIRM, OR ORGANIZATION FOR ANY LOST PROFITS, ANY CLAIM OR DEMAND AGAINST Licensee BY ANY OTHER PARTY, OR FOR CONSEQUENTIAL DAMAGES, NOTWITHSTANDING THE FACT Company MAY HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGES. Company AND Licensee ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensee EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CORRECTION OR REPAIR OF ANY DEFECTIVE OR INCOMPLETE MAINTENANCE SERVICES HEREUNDER SHALL BE LICENSEE’S EXCLUSIVE REMEDY.

D. TAXES – Licensee agrees to pay any and all amounts equal to any taxes resulting from the maintenance of the Licensed Software Products or the services to be



performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

internal laws of the State of Oregon, without reference to the rules of conflicts of law thereof.

E. ASSIGNMENT – So long as the maintenance service under this Agreement is in effect, the services to be performed by COMPANY are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by COMPANY unless first approved by LICENSEE by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, COMPANY may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to COMPANY, whether by way of asset sale, merger or other transfer of COMPANY or its business, without LICENSEE’S consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties’ respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

H. TERM OF AGREEMENT – The initial term of the Agreement shall be five (5) years commencing from the date of initial installation. This Agreement may be renewed for successive one (1) year terms by mutual agreement of the parties and the payment by Licensee to Company of the annual maintenance fee for the renewal term. Company agrees that annual maintenance fees between renewal terms will not increase more than the rolling average of the prior three years Consumer Price Index.

Company guarantees support for the Licensed Software through June 30, 2017. Further the Company agrees that any assignment of this Agreement by Company will include an obligation that the assignee continue support for a period of three (3) years beyond the effective date of the assignment.

I. DEFAULT – In the event of any default by either party in a material provision of this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the specific reason or reasons constituting such default. Should the defaulting party not cure the default within thirty (30) days after receipt of such written notice, the non-defaulting party may terminate this Agreement

F. INDEMNITY – With the exception of those software products for which Company is merely acting as an authorized distributor (Third Party Components), Company hereby warrants that it holds absolute ownership or right to sublicense all of the Licensed Software Products subject to this Agreement. Company shall indemnify, defend, and hold Licensee harmless from any claim of other persons or entities (including reasonable legal fees) with respect to any claimed infringement of patents, copyrights, trade secrets, or proprietary rights, provided Licensee gives reasonable and timely written notice of any such claims to Company.

J. BINDING – This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

G. CHOICE OF LAW – This Agreement shall be interpreted under and construed in accordance with the

K. GENERAL – No amendments, modifications, or supplements to this Agreement shall be binding unless they are in writing and signed by both parties hereto. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if a force beyond its control causes such delay or failure. The phrase “force beyond its control” shall include, but not be limited to: war, embargoes, strikes, civil strife or disturbances, fires, floods, acts of God, communication line failures, power failures (including third party vendor delays), and any other cause totally beyond the control of either party. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or, in the area of nonpayment, more than one (1) year from the date of the last payment.

Company and Licensee have caused this Agreement to be executed on the dates set forth below:

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) Edupoint
Fax (480) 633-7501

Three Rivers School District
P.O. Box 160
Murphy, OR 97533
(541) 862-3111
Fax (541) 862-3119

Rob Wilson President
Printed Name Title

Dan Huber-Kantola Superintendent
Printed Name Title

Signature Date Signed

Signature Date Signed