



ENSTROM STUDIO, INC. School Portrait Package

Standard Portrait Packages – Base Pricing

Enstrom Studio, Inc., agrees to provide the following packages to all school portrait customers.

Package Number 1

- 2 - 8 x 10 Portraits
- 2 - 5 x 7 Portraits
- 2 - 3.5 x 5 Portraits
- 4 - 2.5 x 3.5 Wallets
- 40 - 1.5 x 2.5 Exchanges
- 4 - Magnets
- 1 - Student ID Card

Traditional Background \$22.00

Package Number 3

- 1 - 8 x 10 Portrait
- 2 - 5 x 7 Portraits
- 4 - 2.5 x 3.5 Wallets
- 8 - 1.5 x 2.5 Exchanges
- 1 - Student ID Card

Traditional Background \$16.00

Package Number 5

- 1 - 5 x 7 Portrait
- 2 - 3.5 x 5 Portraits
- 4 - 2.5 x 3.5 Wallets
- 8 - 1.5 x 2.5 Exchanges
- 1 - Student ID Card

Traditional Background \$12.00

Package Number 2

- 1 - 8 x 10 Portrait
- 2 - 5 x 7 Portraits
- 2 - 3.5 x 5 Portraits
- 4 - 2.5 x 3.5 Wallets
- 24 - 1.5 x 2.5 Exchanges
- 1 - Student ID Card

Traditional Background \$17.00

Package Number 4

- 1 - 8 x 10 Portrait
- 2 - 3.5 x 5 Portraits
- 4 - 2.5 x 3.5 Wallets
- 8 - 1.5 x 2.5 Exchanges
- 1 - Student ID Card

Traditional Background \$13.00

Package Number 6

- 1 - 5 x 7 Portrait
- 4 - 2.5 x 3.5 Wallets
- 8 - 1.5 x 2.5 Exchanges
- 1 - Student ID Cards

Traditional Background \$10.00

Bonus Items

(Do not have to order a package)

Bonus 1:	24 - 1.5 x 2.5 Exchanges	\$ 6.00	Bonus 5:	12 - 2.5 x 3.5 Wallets	\$ 6.00
Bonus 2:	1 - 8 x 10 Portrait	\$ 6.00	Bonus 6:	4 - Magnets	\$ 7.00
Bonus 3:	2 - 5 x 7 Portraits	\$ 6.00	Bonus 8:	1 - 10 x 13 Portrait	\$11.00
Bonus 4:	4 - 3.5 x 5 Portraits	\$ 6.00	Soft Touch	Soft Touch	\$ 3.00
Bonus	1 - ID Card	\$ 3.00	Color	Color Background	\$ 4.00
10:					

**Good Faith Estimate
Inspiration Software®, Inc. Comprehensive Volume License Plan**

FOR INSPIRATION SOFTWARE, INC. USE ONLY

Order Number _____

Contact Name _____

This document must be delivered to Inspiration Software, Inc. ("Inspiration Software, Inc."), by mailing to 9400 SW Beaverton Hillsdale Hwy., Suite 300, Beaverton, OR 97005-3300 or by faxing to 503-297-4676.

The "Licensee" means the following described school district:

School or District Name: Duluth Ind School District 709

Street Address: 215 N 1st Ave E

City: Duluth State: MN Zip: 55802-2058

Telephone number: 218-336-8700 FAX: 218-336-8772

Licensee represents:

1. As of the date of this Good Faith Estimate, Licensee owns, leases or otherwise has acquired the following number of computers, workstations or terminals ("**Computers**") : 2,750 (such number of Computers is referred to as "**Current Computers**").
2. Licensee estimates that during the Term of the Plan (beginning on the date Inspiration Software, Inc. signs the Plan and ending on the date which is twelve (12) months after the Effective Date under the Plan), Licensee will acquire (through purchase, lease or otherwise) Zero Computers (collectively referred to herein and in the Plan as the "**New Computers During Term**").
3. The number of Computers on which Licensee is currently licensed:
 - a) Under a pre-existing license agreement or agreements to operate the computer program and software known as **Inspiration® Version 9** is X and to operate the computer program and software known as **Kidspiration® Version 3** is X (collectively such number of Computers are referred to herein and in the Plan as the "**Pre-existing Licensed Computers**").

OR

- b) Under a pre-existing "**Comprehensive Volume License Agreement**" to operate the computer programs and software known as **Inspiration® Version 9** and **Kidspiration® Version 3** is 2,750 (collectively such number of Computers are referred to herein and in the Plan as the "**Pre-existing Licensed Computers**").

Licensee may enter into, or already has entered into, a Comprehensive Volume License Plan (the "Plan") with Inspiration Software, Inc. If Licensee and Inspiration Software, Inc. enter into, or have entered into, the Plan, then this document constitutes the "Good Faith Estimate" as defined in the Plan. If Licensee and Inspiration Software, Inc. do not enter into the Plan, then this Good Faith Estimate will have no effect, and neither Inspiration Software, Inc. nor Licensee will have any obligations to one another hereunder.

Licensee: Duluth Ind School District 709

Signature: Bill Hanson

Name: BILL HANSON

Title: CFO

Date: 10/25/10

INSPIRATION® SOFTWARE, INC. COMPREHENSIVE LICENSE AGREEMENT

FOR INSPIRATION® SOFTWARE, INC. USE ONLY
 Order Number _____ Contact Name _____

PLACE
 SERIAL NUMBER
 STICKER HERE

Please return a signed copy of this Agreement to: Inspiration Software, Inc. ("Inspiration Software") by faxing to 503 297-4676 or by mailing to 9400 SW Beaverton Hillsdale Hwy., Suite 300, Beaverton, OH 97005-3300

The "Plan" means the Comprehensive Volume License Plan entered into between Inspiration Software®, Inc. and Licensee.

The term "Licensee" means the following described school district:

School or District Name: Duluth Public Schools ISD 709
 Street Address: 215 N. First Ave E City: Duluth State: MN Zip: 55802
 Telephone number: (218) 336-8754 Fax: (218) 336-8772

The "Software" means the computer program and software known as Inspiration® Version 9 and the computer program and software known as Kidspiration® Version 3.

The "Volume License Administrator" means Keith Anderson, who will be responsible for ensuring that the conditions specified in this Agreement are carried out. The Volume License Administrator's mailing address, email address, and phone and fax number is:

Street Address: 215 N. First Ave E City: Duluth State: MN Zip: 55802
 Email: Keith.anderson@duluth.k12.mn.us Telephone number: (218) 336-8754 Fax: (218) 336-8772

Capitalized terms in the Plan (or in the Good Faith Estimate or the Final Good Faith Estimate) not otherwise defined herein will have the same meanings in this Agreement.

GRANT OF LICENSE: Licensee's execution of this Agreement, or Licensee's receipt, installation or use of the Software pursuant to the Plan or this Agreement (or otherwise), constitutes Licensee's acceptance of the terms stated in this Agreement. Upon the earlier to occur of Licensee's execution of the Plan or this Agreement or Licensee's receipt, installation or use of the Software, and conditional on Licensee's timely payment of all fees and performance of all obligations under this Agreement and the Plan, Inspiration Software, Inc. grants to Licensee a nonexclusive license to use and (except with respect to Software accessible via the Internet) install (collectively referred to as "Use" or "Using") the Software during the Term on a number of Computers equal to the Maximum Allowable Computers described in the Plan. Subject to the foregoing sentence, Licensee may copy only that portion of the Software made available by Inspiration Software, Inc. on CD-ROM. Licensee may not (i) make a total number of copies of the Software in excess of the Maximum Allowable Computers described in the Plan, nor (ii) Use or allow access to the Software on any Computers the total number of which exceeds the number of Maximum Allowable Computers described in the Plan (including Computers which operate in a server-based environment). Without limiting the foregoing, Licensee may not Use or allow access to the Software on any Computers at a site or sites other than Licensee's schools or related facilities used by Licensee in its business (collectively referred to as the "Sites"). Without limiting any other provision contained in this Agreement, Licensee and Licensee's teachers and staff Using the Software pursuant to this Agreement may Use the Software in their homes for training or lesson planning purposes only.

Notwithstanding anything herein to the contrary, Licensee's Use of all or a portion of Software content and supplemental materials accessible via the Internet (as described below), may be terminated (and the license for Licensee's Use thereof granted by this Agreement revoked), in whole or in part, by Inspiration Software, Inc. or its successors or assigns, at any time.

Upon request, Licensee will grant Inspiration Software, Inc. access to Licensee's address shown above and the Sites in order for Inspiration Software, Inc. to verify Licensee's compliance with the terms of this Agreement.

For compliance purposes, licenses granted hereunder are counted on a per computer basis and not on a concurrent user basis (as specified in any Initial Good Faith Estimate, Updated Good Faith Estimate or Final Good Faith Estimate).

PROPRIETARY RIGHT: All right in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, databases, examples, lesson plans, documentation, templates, symbols and software modules incorporated into the Software) are owned or licensed by Inspiration Software, Inc. and are protected by law, including without limitation, U.S. and international copyright laws and international trade provisions. Licensee acknowledges the ownership, validity and enforceability in all aspects of all rights, including patent, copyright and trademark rights, that Inspiration Software, Inc. has in the Software. Licensee will not participate in any attack on the validity or enforceability of Inspiration Software, Inc.'s above-described rights whether in court, the United States Patent and Trademark Office, the U.S. Copyright Office, or elsewhere, or otherwise contest Inspiration Software, Inc.'s above-described rights. It is in the intent of Inspiration Software, Inc. and Licensee that this paragraph shall have claim and issue preclusive effect. Licensee agrees that the nature and quality of the Software will conform to standards set by Inspiration Software, Inc. and otherwise be under the control of Inspiration Software, Inc. Licensee will not use the Software for any purpose other than as expressly provided in this Agreement, including without limitation, any unauthorized copying or distribution of, or other act with respect to the Software, that would violate any law. The Licensee may not modify, reverse engineer, decompile, disassemble, create derivative works, or otherwise change the whole or any part of the Software, nor may Licensee deliver copies to, or sell, rent, lease, loan or sublicense the Software to any third party (other than as expressly provided in this Agreement).

LIMITED WARRANTY: Inspiration Software, Inc. warrants that the CD-ROM on which any portion of the Software is recorded will be free of defects in materials and workmanship under normal use for ninety (90) days after the original purchase. If a defect occurs during such ninety (90) day period, Licensee may return the CD-ROM to Inspiration Software, Inc. for free replacement. Inspiration Software, Inc. will replace the CD-ROM, provided that Licensee has previously returned the product registration card accompanying the Software to Inspiration Software, Inc. Any replacement Software will be warranted for the remainder of the original warranty period or 30-days, whichever is greater; provided, however, that this replacement warranty is not available, nor will it be provided by Inspiration Software, Inc., outside of the United States of America. Inspiration Software, Inc. disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software. In no event will Inspiration Software, Inc. be liable to Licensee for damages, whether based on contract, tort, warranty or other legal or equitable basis, including any loss of profits, loss of business, cost savings or other indirect, special, incidental or consequential damages arising out of or related to the Software, even if Inspiration Software, Inc., or an authorized representative of Inspiration Software, Inc., has been advised of the possibility of such damages. Subject to the foregoing, certain Software content may be available for use on a computer only through computer download via computer Internet access. Licensee understands that the operability and functionality of the Software may be dependent upon Licensee's computer's performance capabilities, its capacity to access the Internet and the operability of computer servers or Internet web sites on which Software content may be stored or from which Software content may be accessed. Without limiting any other matter contained herein, Inspiration Software, Inc. does not warrant or represent that the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. Licensee bears all risk of loss for computer, Software or other malfunctions arising from access to or use of the Internet. The remedies set forth in this Agreement shall be Licensee's sole and exclusive remedies for any breach of this Agreement by Inspiration Software, Inc.

TERMINATION DATE: The rights of Inspiration Software, Inc. and the obligations of Licensee at the end of the Term are described in the Plan.

Notwithstanding passage of the Termination Date, and without limiting any other rights of Inspiration Software, Inc. under this Agreement or contained in the Plan, upon Licensee's submission of the Final Good Faith Estimate and the timely payment of the license fee for or removal of the Software from the Unlicensed Computers (as described in the Plan), Licensee may continue to Use the Software on the number of Computers Requiring Licensing (plus the number of any Computers for which an Additional Fee was paid under the Plan), Unlicensed Computers (but only if license fees required under the Plan are timely paid therefore) and Preexisting Licensed Computers (and no other computers) all in accordance with and pursuant to the grant of license described in paragraph 3 above (and for no other purposes) and in accordance with all other terms of this Agreement and the Plan (other than the right to Use the Software on the Maximum Allowable Computers described in paragraph 3 above). Notwithstanding anything herein to the contrary, including without limitation Licensee's compliance with any condition related to the continued Use of the Software after the Termination Date as described in this paragraph, Licensee's Use of all or a portion of Software content accessible via the Internet (as described above), may be terminated (and the license for Licensee's Use thereof granted by this Agreement revoked), in whole or in part, by Inspiration Software, Inc. or its successors or assigns, at any time.

Provided, however, that Inspiration Software, Inc. may terminate this Agreement (or Licensee's Use or access to the Software) immediately in the event Licensee fails to comply with any term or condition contained in this Agreement or the Plan, in which event Licensee will immediately cease all use of the Software and either destroy all copies of the Software and any related documentation or return the same to Inspiration Software, Inc. (at Inspiration Software, Inc.'s sole discretion), and it will provide to Inspiration Software, Inc. written verification of compliance with this paragraph. A default by Licensee under this Agreement or under any other license issued by Inspiration Software, Inc. to Licensee will constitute a default by Licensee under the Plan, and a default by Licensee under the Plan, or a breach of a representation by Licensee under the Good Faith Estimate or Final Good Faith Estimate, will constitute a default by Licensee under the Plan, this Agreement and under all other licenses issued by Inspiration Software, Inc. to Licensee.

GENERAL: Licensee acknowledges and agrees that Inspiration Software, Inc. may update the terms and provisions of its license set forth in this Agreement and that any such update will become a part of this Agreement, and will become binding upon Licensee, upon five (5) days' prior written notice to Licensee containing the provisions of such update. All notices under this Agreement will be transmitted between the parties at the addresses identified above, or as otherwise designated by written notice from either party to the other. This Agreement contains the entire understanding between the Parties regarding the subject matter of this Agreement, superseding all prior or contemporaneous communications, agreements and understandings between the parties; provided, however, that this Agreement will not be construed to limit, but rather to augment, any other right or remedy of Inspiration Software, Inc. contained in any shrink-wrap or other license accompanying or pertaining to the Software. This Agreement is binding on and inures to the benefit of the parties, their legal representatives, successors and assigns; provided, however, that neither this Agreement, nor any rights granted hereunder, may be assigned, transferred, conveyed or encumbered by Licensee without the prior written consent of Inspiration Software, Inc. This Agreement will be construed in accordance with the internal laws (and not the law of conflicts) of the state of Oregon, and it may be amended only in writing and signed by duly authorized representatives of both parties. If any provision or clause of this Agreement, or any portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, the remainder of such provisions shall not thereby be effected and shall be given full effect, without regard to the invalid portion. This Agreement is neither intended to, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the parties. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court. If Licensee is a U.S. Government user, then the Software is provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c)(1) and (c)(2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19.

Inspiration Software, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Licensee

Signature: W.K. Hanson
Name: GILL HANSON
Title: CEO
Date: 10/25/10

COMPREHENSIVE VOLUME LICENSE PLAN for Inspiration® and Kidspiration®

THIS COMPREHENSIVE VOLUME LICENSE PLAN ("AGREEMENT") entered into by Inspiration Software®, Inc., an Oregon corporation ("Inspiration Software, Inc."), 9400 S.W. Beaverton Hillsdale Highway, Suite 300, Portland, Oregon 97005-3300, and Duluth Ind School District 709 215 N 1st Ave E Duluth, MN 55802-2058 ("Licensee").

1. DEFINITIONS:

- (a) The "Software" means the computer program and software known as Inspiration® Version 9 and the computer program and software known as Kidspiration® Version 3.
 - (b) Effective Date means the date Inspiration Software, Inc. signs this Agreement.
 - (c) The term "Maximum Allowable Computers" is defined as the total number of computers that the Software may be installed on during the Term (see attached Addendum).
 - (d) The term "Computers Requiring Licensing" is the sum of the number of "Current Computers" plus the number of "New Computers During Term" minus the number of "Preexisting Licensed Computers" as stated in the Good Faith Estimate described below.
 - (e) Capitalized terms defined in Inspiration Software Comprehensive Volume License Agreement (between Inspiration Software, Inc. and Licensee) ("Comprehensive Volume License Agreement"), or in the Good Faith Estimate ("Good Faith Estimate") or Final Good Faith Estimate (the "Final Good Faith Estimate") (each described below), and not otherwise defined in this Agreement, will have the same meanings in this Agreement.
2. **LICENSE FEES:** On or before the Effective date, Licensee will (i) deliver to Inspiration Software, Inc. a completed Good Faith Estimate and submit a purchase order (in form satisfactory to Inspiration Software) for a license to Use the Software on the total number of **Computers Requiring Licensing** and (ii) pay a license fee based on the number of Computers described in subparagraph (i) of this sentence. If Licensee is acquiring the license to Use the Software directly from Inspiration Software, Inc. (sometimes referred to as a "Direct Acquisition"), the purchase order will be delivered to Inspiration Software, Inc. If Licensee is acquiring the license to Use the Software from one of Inspiration Software, Inc.'s certified dealers (sometimes referred to as a "Dealer Acquisition"), the purchase order will be delivered to such certified dealer. The license fee described in this paragraph will be computed (i) for a Direct Acquisition, in accordance with Inspiration Software, Inc.'s suggested retail pricing schedule ("Pricing Schedule") in place on the Effective Date or (ii) for a Dealer Acquisition, in accordance with the Pricing Schedule in place on the Effective Date and as implemented by the certified dealer to whom Licensee submits its purchase order.
3. **ADDITIONAL FEE:** If during the Term Licensee purchases, leases or otherwise acquires-a number of Computers which exceeds the total number of **Maximum Allowable Computers** described in the attached addendum (such excess number of Computers referred to as the "**Unauthorized Computers**"), Licensee will immediately notify Inspiration Software, Inc. of such circumstance (the "Notification") and Licensee will be deemed in default under this Agreement unless within thirty (30) business days after Inspiration Software, Inc.'s receipt of the Notification, Licensee submits a purchase order (in form satisfactory to Inspiration Software, Inc.) directly to Inspiration Software, Inc. (for a Direct Acquisition) or to a certified dealer of Inspiration Software, Inc. (for a Dealer Acquisition) for a license to Use the Software on the Unauthorized Computers (pursuant to Inspiration Software, Inc.'s then current version of the Inspiration Software Comprehensive Volume License Agreement) and Licensee pays a license fee for the grant of a license, or Additional Fee, to Use the Software on the Unauthorized Computers. The Additional Fee described in the preceding sentence will be computed (i) for a Direct Acquisition, in accordance with the Pricing Schedule in place as of the date Inspiration Software, Inc. receives the Notification or (ii) for a Dealer Acquisition, in accordance with the Pricing Schedule in place as of the date Inspiration Software, Inc. receives the Notification and as implemented by the certified dealer to whom Licensee submits its purchase order.
4. **TERMINATION:** The term ("Term") of this Agreement begins on the Effective Date and ends on the date which is twelve (12) months after the Effective Date (the "Termination Date").
5. Unless on or before the Termination Date Inspiration Software, Inc. and Licensee enter into a new Comprehensive Volume License Plan that takes effect immediately following the Termination Date, then within ten (10) business days after the Termination Date, Licensee will deliver to Inspiration Software, Inc. a Final Good Faith Estimate. If the number of **Final Computers** exceeds the sum of the number of **Computers Requiring Licensing** and **Preexisting Licensed Computers** described above plus the number of Computers for which an **Additional Fee** was paid during the Term as described in paragraph 3 above (such excess number of Computers referred to as "**Unlicensed Computers**"), then within ten (10) days of Licensee's delivery of the Final Good Faith Estimate, Licensee will submit a purchase order and pay a license fee (in accordance with the procedure established in paragraph 3 above relating to the acquisition of a license to Use the Software on Unauthorized Computers) based on such total number of **Unlicensed Computers**. Such license fee will be computed (i) for a Direct Acquisition, in accordance with the Pricing Schedule in effect on the Termination Date, or (ii) for a Dealer Acquisition, in accordance with the Pricing Schedule in place as of the Termination Date and as implemented by the certified dealer to whom Licensee submits its purchase order. In lieu of paying the license fee described in the preceding sentence, Licensee may remove the Software from all **Unlicensed Computers** (if installation thereon has occurred) and provide proof of such removal satisfactory to Inspiration Software, Inc. no later than ten (10) business days after Termination Date.
6. In the event of Licensee's timely delivery of the Final Good Faith Estimate and payment of the license fee (or completion of removal of the Software from the Unlicensed Computers) as described in the preceding paragraph, Licensee may continue to Use the Software as follows, in accordance with the most recent version of the Comprehensive Volume License Agreement issued to Licensee under this Agreement. If payment of the license fee for the Unlicensed Computers as described in the preceding paragraph is timely made, Licensee may Use the Software on the number of **Final Computers** and **Preexisting Licensed Computers** described in the Final Good Faith Estimate (and on no others). If instead removal of the Software from the Unlicensed Computers as described in the preceding paragraph is chosen, Licensee may Use the Software on the number of **Computers Requiring Licensing** described above (plus the number of Computers for which an **Additional Fee** was paid during the Term as described in paragraph 3 above) and **Preexisting Licensed Computers** described in the Final Good Faith Estimate (and on no other Computers).

- (b) This Agreement is binding on and inures to the benefit of the parties, their legal representatives, successors and assigns; provided, however, that neither this Agreement, nor any rights granted hereunder, may be assigned, transferred, conveyed or encumbered by Licensee without the prior written consent of Inspiration Software, Inc. This Agreement has been entered into by the parties in the state of Oregon and will be construed in accordance with the internal laws (and not the law of conflicts) of the state of Oregon, and it may be amended only in writing and signed by duly authorized representatives of both parties. If any provision or clause of this Agreement, or any portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, the remainder of such provisions shall not thereby be affected and shall be given full effect, without regard to the invalid portion.
- (c) This Agreement is neither intended to, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the parties. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
- (d) Licensee acknowledges that if a purchase order to acquire a license to Use the Software is submitted to any person other than Inspiration Software, Inc. (including, for example, a certified dealer or distributor of Inspiration Software, Inc.), that Inspiration Software, Inc. will bear no responsibility or liability for the fulfillment or performance of any term or condition arising under or by reason of such any such purchase order. Nothing in this Agreement will be deemed to limit any right or remedy Inspiration Software, Inc. may have with respect to any of its certified dealers or distributors, or to any other third party.

Inspiration Software, Inc., an Oregon corporation

Licensee: Duluth Ind School District 709

Signature: _____

Signature: Bill Hanson

Name: _____

Name: Bill Hanson

Title: _____

Title: CFO

Date: _____

Date: 10/25/10

Addendum

2,750	Current Computers
0	New Computers During Term
2,750	Total District Computers
2,750	Current Comprehensive Licenses
0	Licenses Requiring Upgrades
0	Purchase Order & License Agreements will be for
0	Buffer
2,750	Maximum Allowable Computers (during term)