

SUBSCRIPTION AGREEMENT

CONTRACT No. : [16-0103]


Page 1 of 5

This Subscription Agreement ("Agreement") is entered into and made effective as of Effective Date (as defined below) by and between Education Data Solutions, Inc. ("EDS"), an Illinois corporation with offices at 954 West Washington Blvd., Chicago, IL 60607, and the client identified below ("Client").

Client Name:			
Contact Name: Carol Meyer – Curriculum Office			
Address: 16001 LINCOLN AVE	City: Harvey	State: IL	Zip Code: 60426
Telephone: (708)333-0300	Fax:	Email: cmeyer@harvey152.org	
Billing Information:			
Billing Contact Name: Cassandra Watkins			
Address: SAME AS ABOVE	City:	State:	Zip Code:
Telephone:	Fax:	Email: cwatkins@harvey152.org	
Subscription Information:			
Service Description	Package Fees	Quantity Purchased	Total Fees
TIR Subscription	\$6.75/student	1,951	\$13,169.25
Term in months (the "Initial Term")			12 months
Additional Charges (if any)			\$0.00
Total Contract Amount DUE by dates listed.			Payment at Signing \$5,000 Payment on Jan 16, 2017 - \$3,169.25 Payment on Feb. 20, 2017 - \$5,000 Total -\$13,169.25

This Agreement is governed by and incorporates by reference the "Standard Terms and Conditions" attached hereto. Capitalized terms used, but not otherwise defined, on this cover page ("Cover Pages") or in any written addendum executed pursuant to this Agreement have the respective meanings given them in the Standard Terms and Conditions.

By signing below, Client and EDS each acknowledge that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement, including those of the Standard Terms and Conditions and those of any other documents expressly referenced therein or attached hereto (all of which documents and attachments are incorporated herein by this reference).

Client:		Education Data Solutions, Inc.
Signature:		Signature: <i>Joseph A. Hailpern</i>
Printed Name: Sonya Whitaker		Printed Name: Joseph Hailpern

SUBSCRIPTION AGREEMENT

CONTRACT No. : [16-0103]

Page 2 of 5

Title: Superintendent		Title: Vice President
Date:		Date: 12/14/16

SUBSCRIPTION AGREEMENT

CONTRACT No. : [16-0103]

Page 3 of 5

STANDARD TERMS AND CONDITIONS

1. Services

a. General. EDS provides access to EDS subscribers for its Teacher Impact Reports system (collectively, "Services"). During any period of time for which Client has paid the applicable fees for Services, EDS will provide or make such Services available to Client, for use in accordance with this Agreement, in such form and manner as the Services are then generally offered or made available by EDS to its subscribers. Subject to any restrictions and limitations specified on the Cover Pages (i.e. any limits as to the number of students), EDS grants to Client a limited, non-exclusive, non-transferable, worldwide license (without the right to sublicense) to, during any period of time for which Client has paid the applicable fees, access and use the Services on the terms set forth in this Agreement or that are otherwise provided to Client by EDS in writing or electronically, from time to time ("Service Policies"). The Service Policies may be revised from time to time by EDS by providing Client with written notice thereof. By Client's continued use of any Services, Client agrees to comply with and be bound by the Service Policies then in effect.

b. Technical Support. EDS will use reasonable efforts to make the Services generally available at all times, but EDS does not have control over outages as many factors can influence Client's access to Services. EDS will make reasonable efforts to provide technical support for the Services available via telephone and/or email during normal business hours, Chicago time. EDS shall not be obligated to cure any alleged defect resulting from misuse or unauthorized use or modification of the Services. EDS may from time to time, in its sole discretion, modify or enhance the Services, without materially reducing their basic functionality.

c. Training. EDS will provide basic training to Client with regards to the Services. Additional training requested by Client will be subject additional charges at current EDS rates.

d. Data Protection. EDS acknowledges that Client may be considered an "Educational Institution" as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR Part 99, and maintains certain protected information and records concerning its students ("Client Data"). Through use of the Services, EDS acknowledges that Client Data includes personally identifiable information as described in 34 CFR §99.31(b), thereby requiring EDS to safeguard such Client Data. As such, EDS agrees that it will follow applicable laws and regulations to maintain the safety and privacy of Client Data.

2. Responsibilities of Client

a. General. All access to and use of the Services by Client shall be in accordance with this Agreement. At Client's sole cost, Client shall be exclusively responsible for procuring and maintaining appropriate Internet connectivity to access the Services.

b. Services Administration. Client shall be exclusively responsible for administrative tasks related to the Services, including but not limited to, entry of Client's Data through the Services, backup of Client Data, and administration of Client's users of the Services.

c. Prohibited Activities. Client may access and use the Services, and may permit its viewers to access and use the Services, only as expressly provided herein. Except as expressly permitted by this Agreement, Client shall not: (i) alter or copy, or permit any person or entity to alter or copy, any components of the Services; (iii) intentionally interfere with, disrupt, interrupt, restrict, prevent, or disable, access to or use of the Services or any components thereof; or (iii) distribute, resell, assign, transfer, lease, rent, license, sublicense, disclose, or encumber the Services or any components thereof, or any other resources used by EDS to provide the Services, or at any time make any portion or components of the Services available in a timesharing, service-bureau, or similar environment. Client acknowledges and agrees that any breach by Client, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to EDS and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, EDS shall be entitled to seek and obtain injunctive relief against any threatened or continuing such breach.

3. Term and Termination

a. Term. This Agreement shall take force and effect as of the Effective Date and shall, unless earlier terminated in accordance with Section 3b, continue in force and effect for the initial term thereafter ("Initial Term"). The term of this Agreement shall automatically renew and be extended for successive periods of one (1) year each (each, a "Renewal

Term") upon the expiration of the Initial Term or any Renewal Term, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the then-scheduled end of the the Initial Term or Renewal Term as applicable.

b. Termination. Either party may terminate this Agreement for cause upon providing the other party with written notice thereof if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after being provided with written notice reasonably describing the breach by the non-breaching party.

c. Effects of Termination. Upon any expiration or termination of this Agreement, Client shall immediately cease access and use of the Services and Client shall pay to EDS any amounts payable pursuant to this Agreement through the effective date of termination. Client shall provide reasonable access to EDS to remove any Equipment, unless Client has agreed to purchase and has paid for such Equipment.

d. Suspension of Use. Client acknowledges and agrees that, in addition to EDS' other rights hereunder, EDS may, in its sole discretion, immediately suspend or disable Client's right and ability to access and use the Services, without notice and without liability, if EDS believes that Client has breached or failed to comply with any of the terms of this Agreement or the Service Policies. EDS will provide Client with prior notice and a three (3) day period to cure such breach before suspending Client's use of the Services. In the event of a suspension of Client's use, Client shall promptly cooperate with EDS in attempting to resolve the applicable issue.

4. Fees and Payment

a. Fees. Client shall pay EDS any fees associated with Client's use of the Services, as such fees are determined in accordance with this Agreement and the Cover Pages hereto, and any other fees payable hereunder. Fees for annual subscriptions to the Services are payable in advance, prior to the start of the applicable term. Fixed monthly fees for the Services are payable monthly in advance, and any variable fees for the Services are payable monthly in arrears, as incurred, all at EDS' then-current rates. Unless expressly otherwise provided herein, all fees are stated and payable in U.S. dollars, are nonrefundable, and shall be paid without right of setoff. EDS may adjust the annual subscription fees payable with respect to any Renewal Term by providing Client with written notice of such adjustment at least sixty (60) days prior to the start of such Renewal Term.

b. Invoices. EDS will invoice Client for any fees payable by Client hereunder. All invoiced amounts not disputed in good faith by Client in a writing delivered to EDS prior to the applicable due date shall be due and paid by Client within thirty (30) days after the date on which EDS sends the invoice to Client. Any undisputed invoiced amounts not paid by the applicable due date shall thereafter accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law.

c. Taxes. If Client is tax-exempt, Client shall provide EDS with the appropriate tax waiver documentation. Otherwise, all fees payable hereunder are exclusive of any taxes and EDS shall be obligated to collect any such taxes due for the provision of the Services to Client, excluding those taxes based on EDS income, property, and net worth. Client shall be responsible for paying these taxes as assessed by EDS. Client shall indemnify and hold EDS harmless from and against all claims and liabilities arising in connection with Client's failure to report or pay any such taxes.

5. Proprietary Rights

Client acknowledges and agrees that the Services are the valuable proprietary and intellectual property of EDS and its applicable licensors and that EDS and its applicable licensors are and shall remain the sole and exclusive owners of the Services, all components, materials, works, products, inventions, and ideas contained therein, and all intellectual property and proprietary rights pertaining to the foregoing. EDS and its applicable licensors expressly reserve and retain all rights to the Services (and all components thereof) that are not explicitly granted in this Agreement, and no implied license to, or interest in, any such rights shall arise as a result of or in connection with this Agreement.

6. Confidential Information

Client and EDS each acknowledge and agree that certain Confidential Information of each of party will be used and disclosed in connection with this Agreement. As used in this Agreement, "Confidential Information"

SUBSCRIPTION AGREEMENT

CONTRACT No. : **[16-0103]**

Page 4 of 5

means: (i) with respect to either party, materials or information relating to the business or operations of such party that are not generally known to others in the same industry, including, but not limited to, know-how, trade secrets, source code, technical data, drawings, designs, database design, processes, procedures, models, manuals and documentation, financial information, business data, marketing and product-related data, future plans, customer and supplier lists, personnel-related information, and the like; (ii) in addition, with respect to EDS, the Services and all portions and components thereof; and (iii) in addition, with respect to Client, the personal or individually identifiable information relating to students, athletes, or prospective recruits of Client's that is stored in the Services or otherwise provided or made available to EDS hereunder. Client and EDS shall each maintain the Confidential Information of the other in strict confidence, using the same care as they respectively exercise with regard to their own confidential information of a similar nature, but at least a reasonable standard of care. Without the prior written consent of the other party, neither Client nor EDS shall use or disclose, or permit to be used or disclosed, any Confidential Information of the other party except as necessary and appropriate for performance hereunder or as required by law or legal process. Notwithstanding the foregoing provisions of this Section, Confidential Information shall not include information to the extent that such information: (1) is already known to a party free of any restriction at the time it is disclosed by the other party hereunder; (2) is or becomes publicly known or available through no wrongful act or breach of this Agreement; or (3) is rightfully received by a party from a third party without restriction. The parties agree that any breach by either party of this Section shall cause irreparable injury to the other party and that, in such an event, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall each be entitled to seek injunctive relief against any threatened or continuing such breach, without the necessity of proving actual damages or posting bond. The obligations of confidentiality set forth in this Section shall remain in force and effect at all times during the term of this Agreement and: (A) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secrets status is maintained; and (B) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than five (5) years).

7. Representations & Warranties

Client represents and warrants that: (i) it is a duly organized, validly existing institution in good standing under the laws of its applicable state, commonwealth, or province; (ii) the execution and performance of this Agreement by it shall not violate any applicable laws or regulations and shall not breach any agreement, covenant, court order, judgment, or decree to which Client is a party or by which it is bound; (iii) Client shall comply with all applicable laws and regulations, in connection with this Agreement and shall not use or permit the use of the Services, or of any data or information obtained through the use of the Services, for any unlawful or unauthorized purpose; (iv) Client has all necessary rights, powers, and authority to enter into and fulfill its obligations under this Agreement; and (v) Client has, or by the applicable time of access shall have obtained, all consents, authorizations, and approvals of third parties (including, but not limited to, those of any of Client's students, athletes, or prospective recruits) necessary or appropriate for EDS to provide the Services in accordance herewith.

8. Disclaimers

a. Disclaimer of Warranties. EDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES, INCLUDING EDS CONTENT AND EQUIPMENT MADE AVAILABLE BY EDS IN CONNECTION WITH THIS AGREEMENT, AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THIS AGREEMENT AND THE SERVICES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE SERVICES, INCLUDING EDS CONTENT AND EQUIPMENT MADE AVAILABLE BY EDS IN CONNECTION WITH THIS AGREEMENT, ARE PROVIDED AND MADE AVAILABLE "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND.

b. Use and Operation of the Services. WITHOUT LIMITING THE PROVISIONS OF SECTION 8a, EDS EXPRESSLY DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES SHALL BE PROVIDED OR

MADE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES (INCLUDING EDS CONTENT AND EQUIPMENT PROVIDED OR AS PART OF THE SERVICES) WILL BE CORRECTED, OR THAT THE SERVICES WILL BE APPROPRIATE FOR ANY PARTICULAR USE OR PURPOSE TO WHICH CLIENT OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM. EDS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY WITH RESPECT TO INACCURACIES, ERRORS, OR OMISSIONS IN THE SERVICES. EDS SHALL HAVE NO LIABILITY FOR DATA OR INFORMATION PROVIDED BY CLIENT OR THIRD PARTIES IN CONNECTION WITH THE USE OF THE SERVICES, OR OCCURRING IN THE TRANSMISSION OF ANY DATA OR INFORMATION OVER THIRD-PARTY EQUIPMENT OR THROUGH OTHER RESOURCES NOT UNDER EDS CONTROL.

9. Indemnification

a. Intellectual Property. Client shall promptly notify EDS of any suit or proceeding brought against it arising out of any third-party claim that the Services or any portion thereof (excluding any data or information included or contained in the Services that was provided by Client or any third party) infringes upon any United States' patent, copyright, or trademark, or constitutes a misappropriation of any trade secret. EDS will have the right of sole control of the defense of any such suit or proceeding and all negotiations for settlement for compromise of the claims arising hereunder. EDS will indemnify, defend, and hold Client harmless from and against any such suit, proceeding, or third-party claim, and shall pay all liabilities, losses, damages, costs, and expenses (including attorneys' fees) to the extent arising out of any such third-party claim, provided that Client reasonably and promptly cooperates in such defense. In the event of any such third-party infringement claim, EDS may, in its sole discretion, either: (i) procure a license to enable Client to continue to use the allegedly infringing portions of the Services hereunder; (ii) develop or obtain, and provide Client with, a non-infringing substitute for allegedly infringing portions of the Services, for use in accordance herewith; or (iii) if EDS determines that the alternatives under the preceding clauses (i) and (ii) are not reasonable, feasible, or practicable through the exercise of commercially reasonable efforts, EDS shall have the right to terminate this Agreement upon providing written notice to Client, refunding to Client any amounts prepaid by Client for periods of time not yet expired (or Services not yet provided) as of the date of termination. EDS shall have no liability or obligation to indemnify Client hereunder to the extent that any alleged infringement arises out of, relates to, or results from: (1) use of the Services other than in accordance with this Agreement, the Service Policies, and any applicable documentation; (2) any modification or alteration of the Services other than as allowed under this Agreement or by the express prior written consent of EDS; (3) use of the Services in combination with products or equipment not supplied by EDS or expressly recommended or approved in writing and in advance by EDS; or (4) any Client Data. THIS SECTION STATES EDS' SOLE LIABILITY AND OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RECOURSE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S RIGHTS BY THE SERVICES MADE AVAILABLE BY EDS HEREUNDER.

b. Client's Indemnity for Services. Except for third-party claims subject to indemnification by EDS pursuant to Section 9a, Client shall indemnify, defend, and hold EDS and its officers, directors, members, managers, employees, and agents harmless from and against any suit, proceeding, or claim, and shall pay all liabilities, losses, damages, costs, and expenses (including attorneys' fees), to the extent arising out of any third-party claim based on, relating to, or arising out of Client's or any of its end-viewers' use of the Services in breach of this Agreement.

10. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY AND CONSISTENT WITH APPLICABLE LAW, EXCEPT WITH REGARD TO CLAIMS SUBJECT TO (AND AMOUNTS PAYABLE PURSUANT TO) INDEMNIFICATION UNDER SECTION 9 OR ANY OTHER PROVISION OF THIS AGREEMENT AND CLAIMS WITH RESPECT TO A BREACH OF EDS' PROPRIETARY RIGHTS IN CONNECTION WITH THIS AGREEMENT: (I) NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH BROUGHT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) WITHOUT LIMITING CLIENT'S PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY'S MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT

SUBSCRIPTION AGREEMENT

CONTRACT No. : **[16-0103]**

Page 5 of 5

EXCEED THE SUM OF (I) THE TOTAL AMOUNT OF FEES PAYABLE, PLUS (II) THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO EDS UNDER THIS AGREEMENT WITH RESPECT TO THE THREE (3) CONSECUTIVE CALENDAR MONTHS PRECEDING THE DATE THE GIVEN CLAIM AROSE.

11. Miscellaneous

a. General. This Agreement constitutes the entire understanding with respect to the subject matter hereof. In the event any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable and of full force and effect. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as intended. No failure by either party to enforce any right or remedy under this Agreement shall be construed as a waiver of such party's right to enforce any provision of this Agreement in the future. Client may not assign or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of EDS. The parties are independent contractors with respect to each other and this Agreement, and nothing in this Agreement shall be construed to constitute either party as a partner, joint venturer, employee, agent, or representative of the other. The provisions of the Agreement are for the sole benefit of the parties hereto and shall in no event confer, or be deemed to confer, any rights, benefits, or claims upon any person or entity that is not a party hereto.

b. Governing Law. This Agreement and all performance hereunder shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Illinois,

without regard to conflicts of laws provisions. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Cook County, Illinois, and each party hereto irrevocably submits to the jurisdiction and venue of such courts. Any legal action, regardless of form, arising out of or related to the Services or this Agreement must be brought within one (1) year after the cause of action arose, or the cause of action shall be permanently barred.

c. Attorney's Fees. If any action shall be instituted by either party for the enforcement of this Agreement, the prevailing party shall be entitled to recover all costs reasonably incurred therein, including, but not limited to, attorneys' fees and court costs.

d. Non-Exclusive Remedies. Unless expressly otherwise provided in this Agreement, no remedy set forth in this Agreement is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy, and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise, individually or in any combination thereof.

e. Force Majeure. EDS shall not be liable for delays or failures in performance caused by acts or events beyond its reasonable control (e.g., acts of God, war, terrorism, or delays, interruptions, or unavailability of third-party services or materials, e.g., the Internet, utilities, and telecommunications resources).

f. Advertising and Publicity. EDS may display advertisements and commercials (collectively, "advertising") within the Services advertising EDS and its services. EDS may also mention client's name in its advertising and promotional materials.