



This Online Educational Products and Services Order (this "Order"), dated as of 8/23/2020 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: Catherine Erickson Date: 05/26/2020
 Name (Print): Catherine A. Erickson Title: CFO

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

- 1. Period:** 8/23/2020 through 8/22/2021 and is not eligible for a renewal period.
- 2. Territory:** Students served by Duluth Public School District, MN
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Product	Product Description	Unit Price
Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. License also includes access to Lesson Builder and PEAK Library's Open Education Resources.	\$30,000.00
Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Models: Enterprise, Site and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses: Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such a course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

01.211.611.303.000.146000

Company Address:
2300 Corporate Park Drive
Herndon, VA 20171

Prepared By: Joey Hokit
Phone: (571) 405-2003
Email: jhokit@k12.com

Quote #: Q-57117-1
Created Date: 8/23/2019
Expiration Date: 8/22/2020
Start Date: 8/23/2020
End Date: 8/22/2021
Contact Name: Adrian Norman
Phone: 2183368756
Email: adrian.norman@isd709.org

Bill To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802

Ship To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802

QTY	Product	Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. License also includes access to Lesson Builder and PEAK Library's Open Education Resources.	\$30,000.00	\$30,000.00
1	Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included	\$0.00
Total:				\$30,000.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> . This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

Accepted by Customer:

Signature: Catherine Erickson Date: 08/26/2020
Name (Print): Catherine A. Erickson Title: CFO

01-211-611-303-000-146000

2020–2021

DIGITAL CURRICULUM Course Lists

PEAK Platform



We help educators spark student success through digital learning. More than 2,000 schools and districts have chosen Fuel Education to help them tap into the best of today’s vast array of digital educational resources, tailor solutions for a variety of learning environments, and personalize learning to drive stronger student and district outcomes.

With more than 300 digital courses for grades K–12, our expansive course catalog allows you to meet each student at his or her point of need—from those who are struggling, or at risk of dropping out or not graduating on time, to those seeking greater academic challenges or enrichment in their learning.

Whether your students are looking to launch a career right after graduation or pursue postsecondary studies, our digital curriculum will give them more options and help them ignite a passion for learning, earn valuable training and certifications, and jumpstart their futures.

Give us a call at **855.977.8452** to discuss your district's specific needs.

fueleducation[®]

High School Course List



ENGLISH



- American Literature ⓘ
- American Literature Honors ⓘ
- AP® English Language and Composition
- AP® English Literature and Composition
- British and World Literature ⓘ
- British and World Literature Honors ⓘ
- Creative Writing
- English 9 ⓘ
- English 9 Honors ⓘ
- English 10 ⓘ
- English 10 Honors ⓘ
- English Foundations I
- English Foundations II
- Grammar and Composition
- Journalism ⓘ ⓘ
- Public Speaking ⓘ ⓘ

MATH



- Algebra 1
- Algebra 1 Bridge
- Algebra 1 Honors
- Algebra 2
- Algebra 2 Bridge NEW
- Algebra 2 Honors
- Calculus
- Consumer Math
- Continuing Algebra
- Developmental Algebra
- Geometry ⓘ
- Geometry Bridge ⓘ
- Geometry Honors ⓘ
- Integrated Math I ⓘ
- Integrated Math II
- Integrated Math III
- Math Foundations I
- Math Foundations II
- Personal Finance ⓘ
- Practical Math
- Pre-Algebra
- Pre-Calculus and Trigonometry ⓘ
- Probability and Statistics ⓘ

MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ⓘ Printed items (book, workbook, etc.)
- ⓘ Downloadable software
- ⓘ Digital camera or webcam
- ⓘ Art, music, or sewing supplies
- ⓘ Science lab materials
- ⓘ Geometry tools

For a complete list of the materials needed visit:




fueleducation.com/materials.

High School Course List




SCIENCE



- AP[®] Biology 
- AP[®] Environmental Science
- Biology
- Biology Honors
- Chemistry
- Chemistry Honors
- Earth Science
- Earth Science Honors
- Environmental Science 
- Forensic Science 
- Physical Science
- Physics
- Physics Honors







HISTORY and SOCIAL SCIENCES



- Anthropology 
- AP[®] Art History
- AP[®] Macroeconomics 
- AP[®] Microeconomics 
- AP[®] Psychology 
- AP[®] U.S. Government and Politics 
- AP[®] World History
- Civics 
- Contemporary World Issues
- Economics 
- Geography
- Modern U.S. History
- Modern U.S. History Honors
- Modern World Studies
- Modern World Studies Honors
- Psychology 
- U.S. and Global Economics 
- U.S. Government and Politics 
- U.S. History
- U.S. History Honors
- World History
- World History Honors

MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

-  Printed items (book, workbook, etc.)
-  Downloadable software
-  Digital camera or webcam
-  Art, music, or sewing supplies
-  Science lab materials
-  Geometry tools

For a complete list of the materials needed visit:

fueleducation.com/materials.

High School Course List



MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ① Printed items (book, workbook, etc.)
- ② Downloadable software
- ③ Digital camera or webcam
- ④ Art, music, or sewing supplies
- ⑤ Science lab materials
- ⑥ Geometry tools

For a complete list of the materials needed visit:

fueeducation.com/materials.

WORLD LANGUAGES



American Sign Language	① NEW
AP® French Language and Culture	②
AP® Spanish Language and Culture	②
Chinese I (Competency)	②
Chinese I (Fluency)	
Chinese II (Competency)	②
Chinese II (Fluency)	
French I (Competency)	②
French I (Fluency)	
French II (Competency)	②
French II (Fluency)	
French III (Competency)	②
German I (Competency)	②
German II (Competency)	②
Latin I	②
Latin II	②
Spanish I (Competency)	②
Spanish I (Fluency)	
Spanish II (Competency)	②
Spanish II (Fluency)	
Spanish III (Competency)	②

High School Course List



STANDARD ELECTIVES



- Accounting 1 1
- Accounting 2 1
- Achieving Your Career and College Goals 1
- Art Appreciation 1
- Computer Literacy 1
- Digital Arts I 1 2
- Digital Arts II 1 2
- Entrepreneurship 1 1
- Entrepreneurship 2 1
- Family and Consumer Science 1
- Fine Art 1
- Green Design and Technology 1
- Image Design and Editing 1
- Life Skills 1
- Marketing 1 1
- Marketing 2 1
- Music Appreciation 2
- Nutrition and Wellness 1
- Personal Fitness I 1 1
- Personal Fitness II 1 1
- Personal Health 1 1
- Physical Education
- Reaching Your Academic Potential 1 NEW
- Skills for Health 1
- Web Design 1 2

MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- 1 Printed items (book, workbook, etc.)
- 2 Downloadable software
- 3 Digital camera or webcam
- 4 Art, music, or sewing supplies
- 5 Science lab materials
- 6 Geometry tools

For a complete list of the materials needed visit:

fueleducation.com/materials.

High School Course List



MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ① Printed items (book, workbook, etc.)
- ② Downloadable software
- ③ Digital camera or webcam
- ④ Art, music, or sewing supplies
- ⑤ Science lab materials
- ⑥ Geometry tools

For a complete list of the materials needed visit:

fueeducation.com/materials.

PREMIER ELECTIVES



2D Animation ①	International Business ①
3D Modeling ②	Introduction to Agriscience ①
Advertising and Sales Promotion ②	Introduction to Computer Science ①
Agriscience II ① ②	Introduction to Culinary Arts ②
Anatomy and Physiology 1A ①	Introduction to Forestry and Natural Resources ①
Anatomy and Physiology 1B ①	Java Programming I ① ②
Archaeology ①	Java Programming II ① ②
Art in World Cultures ① ④	Law and Order/Legal Studies ①
Astronomy ①	Mythology and Folklore ①
C++ Programming ①	Principles of Public Service: To Serve and Protect ②
Careers in Criminal Justice ①	Programming Logic and Design ①
Criminology ①	Python Programming ① ②
Digital Photography I ① ②	Sociology I ①
Digital Photography II ① ②	Sociology II ①
Early Childhood Education ①	Sports and Entertainment Marketing ②
Engineering Drawing and Design 1 ①	Veterinary Science ①
Engineering Drawing and Design 2 ①	
Fashion and Interior Design ① ④	
Game Design I ① ②	
Game Design II ① ②	
Gothic Literature ②	
Health Science I ①	
Health Science II ①	
Hospitality and Tourism ①	
HTML5/CSS3 Programming ① ②	

High School Course List



MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- 1 Printed items (book, workbook, etc.)
- 2 Downloadable software
- 3 Digital camera or webcam
- 4 Art, music, or sewing supplies
- 5 Science lab materials
- 6 Geometry tools

For a complete list of the materials needed visit:

fueleducation.com/materials.

CAREER-FOCUSED ELECTIVES



A+ Computer Management I 1	Engineering Explorations 1
A+ Computer Management II with Certification Prep 1	Engineering Fundamentals I 1
Administrative Professional 1	Engineering Fundamentals II 1
Adobe Dreamweaver® with Adobe Certification Preparation 1 2	Essentials of Health Information Management 1
Adobe Illustrator® with Adobe Certification Preparation 1 2	Food Production I 1
Adobe InDesign® with Adobe Certification Preparation 1 2	Food Production II 1
Adobe Photoshop® with Adobe Certification Preparation 1 2	Fundamentals of Manufacturing 1 2
Agricultural Mechanics 1 1	Healthcare Explorations 1
Agricultural Mechanics 2 1	Introduction to Mechanical Engineering 1
Agricultural Mechanics 3 1	Introduction to Restaurant Management 1
Business and IT Explorations 1	Introduction to Teaching 1
Business and Marketing Explorations 1	IT and Manufacturing Explorations 1 2
Business Communication 1	IT Explorations 1
Business Information Management I 1	Lean Manufacturing and Automation 1 2
Business Information Management II 1	Manufacturing Process Development I 1 2
Career Planning 1	Manufacturing Product Development 1 2
Consumer Behavior 1	Medical Assistant I 1
Dental Assisting I 1	Medical Assistant II 1
Dental Assisting II 1	Medical Assistant III with Certified Medical Assistant Certification Preparation 1
Dental Assisting III 1	Medical Coding I 1
Engineering Drawing and Design I 1	Medical Coding II 1
Engineering Drawing and Design II 1	Medical Transcription I 1
	Medical Transcription II 1

High School Course List



CAREER-FOCUSED ELECTIVES



Microsoft Access®
with Certification Preparation 2016

Microsoft Excel®
with Certification Preparation 2016

Microsoft PowerPoint®
with Certification Preparation 2016

Microsoft Word®
with Certification Preparation 2016

Modern Livestock & Poultry Production I

Modern Livestock & Poultry Production II

Modern Livestock & Poultry Production III

Network + Guide to Networks I

Network + Guide to Networks II
with Network+ Certification Preparation

Nursing Assistant I

Nursing Assistant II

Nursing Assistant III with Certified Nursing
Assistant Certification Preparation

Personal Financial Literacy

Pharmacy Technician I

Pharmacy Technician II with Pharmacy
Technician Certification Preparation

Pharmacy Technician III with Pharmacy
Technician Certification Preparation

Principles of Agriculture, Food, and
Natural Resources

Principles of Business I

Principles of Business II

Security+ I

Security+ II with Security+ Certification
Preparation

Sports Medicine I

Sports Medicine II

Understanding Child Development

Wildlife and Natural Resource
Management I

Wildlife and Natural Resource
Management II

MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- Printed items (book, workbook, etc.)
- Downloadable software
- Digital camera or webcam
- Art, music, or sewing supplies
- Science lab materials
- Geometry tools

For a complete list of the materials needed visit:

fueeducation.com/materials.

High School Course List



MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ① Printed items (book, workbook, etc.)
- ② Downloadable software
- ③ Digital camera or webcam
- ④ Art, music, or sewing supplies
- ⑤ Science lab materials
- ⑥ Geometry tools

For a complete list of the materials needed visit:

fueeducation.com/materials.

Credit Recovery ENGLISH



- American Literature ①
- British and World Literature ①
- English 9 ①
- English 10 ①

Credit Recovery MATH



- Algebra 1
- Algebra 2
- Geometry ②
- Integrated Math I ②
- Integrated Math II
- Integrated Math III

Credit Recovery SCIENCE



- Biology
- Chemistry
- Earth Science
- Physical Science

Credit Recovery HISTORY and SOCIAL SCIENCES



- American Government ③
- Economics ③
- Geography
- Modern U.S. History
- Modern World Studies
- U.S. History
- World History

Credit Recovery WORLD LANGUAGES



- Spanish

Credit Recovery ELECTIVES



- Health ④
- Physical Education ④

Middle School Course List



ENGLISH/ LANGUAGE ARTS



Language Arts 6 ①

Language Arts 7 ①

Language Arts 8 ①

MATH



Math 6

Math 7

Math 8

SCIENCE



Earth Science ②

Life Science ②

Physical Science ②

HISTORY and SOCIAL SCIENCES



American History Before 1865 ①

American History Since 1865

Intermediate Civics and Economics ①

Intermediate Global Studies ①

World History I

World History II

WORLD LANGUAGES



Chinese I

Chinese II

French I

French II

German I

German II

Latin I

Latin II

Spanish I

Spanish II

STANDARD ELECTIVES



American Art II ②

Career Explorations I ③

Career Explorations II ③

Computer Literacy

Health 6 ①

Health 7

Health 8 ①

Journalism ①

Photography ② ③

Physical Education 6

Physical Education 7

Physical Education 8

World Art I ①

World Art II ②

MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ① Printed items (book, workbook, etc.)
- ② Downloadable software
- ③ Digital camera or webcam
- ④ Art, music, or sewing supplies
- ⑤ Science lab materials
- ⑥ Geometry tools

For a complete list of the materials needed visit:

fueleducation.com/materials.

Elementary School Course List



MATERIALS KEY

In addition to common household items, other materials may be required for this course, such as:

- ① Printed items (book, workbook, etc.)
- ② Downloadable software
- ③ Digital camera or webcam
- ④ Art, music, or sewing supplies
- ⑤ Science lab materials
- ⑥ Math hands-on tools

These materials (except for the downloadable software, digital camera, and webcam) are automatically shipped to K–5 students enrolled in the courses at an additional cost unless your district opts out. Please check your contract for details. For a complete list of the materials needed visit:

fueeducation.com/materials.

ENGLISH/ LANGUAGE ARTS



- English Language Arts Blue (K) ①
- English Language Arts Green (1) ①
- English Language Arts Orange (2) ①
- English Language Arts Purple (3) ①
- English Language Arts Red (4) ①
- English Language Arts Yellow (5) ①

MATH



- Math+ Blue (K) ②
- Math+ Green (1) ②
- Math+ Orange (2) ②
- Math+ Purple (3) ②
- Math+ Red (4) ②
- Math+ Yellow (5) ②

SCIENCE



- Science K ① ⑤
- Science 1 ① ⑤
- Science 2 ① ⑤
- Science 3 ① ⑤
- Science 4 ① ⑤
- Science 5 ① ⑤

HISTORY and SOCIAL SCIENCES



- History K ①
- History 1 ①
- History 2 ①
- History 3 ①
- History 4 ①
- Early American History (Grade 5)

STANDARD ELECTIVES



- Art K ① ④
- Art 1 ① ④
- Art 2 ① ④
- Art 3 ① ④
- Art4 ① ④
- Early American Art (Grade 5) ① ④
- Physical Education K–2
- Physical Education 3
- Physical Education 4
- Physical Education 5

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 29th day of June, 2020

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Joseph Montano Sr.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Joseph Montano Sr. (the "Parties") entered into the contract (the "Contract") dated August 12, 2019, for the purpose providing cultural opportunities such as drumming and teaching the moccasin game, for the American Indian Education Department, district wide.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$10,000.00. This amendment would increase the not to exceed amount to \$10,275.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[Signature] _____ 6/30/2020
Contractor Signature SSN or EIN Date
[Signature] _____ 6/30/2020
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

XX Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	605	005	320	340	130500
----	-----	-----	-----	-----	--------

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathryn Edson _____ 6/30/20
CFO/Superintendent of Schools/Board Chair Date

Frontline Education Renewal Notice

Attn: Duluth Public Schools - Independant School District 709

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. Additionally, functionality has been added to provide user assistance for login issues. The pricing for your subscription(s) renewing on 8/24/2020 is listed below.

Description	Start Date	End Date	Qty	Rate	Amount
Employee Evaluation Management with Evaluation Frameworks with Danielson 2011/2013	8/24/2020	8/23/2021	1	\$30,129.84	\$30,129.84
Total					\$30,129.84

Please use this [link](#) to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling David Pfisterer at (904) 786-7774 or by emailing us at renewals@frontlineed.com.



Garland Hall
Chief Client Success Officer



Catherine A. Erickson, CFO

01-1210-005-319-000-140500 \$ 16,728.63
01-030-012-000-000-140500 \$ 13,401.21



SALES CONTRACT

CONTRACT #31455

May 22, 2020

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

CUSTOMER

Kathi Marshall
Congdon Park Elementary
3116 East Superior Street
Duluth, MN 55812

SUBSCRIPTION INFO

Salesperson	Account #	Quote #	Subscription duration
Kylie Chalker	A19-2572243	2572243-0520	Through August 31, 2022

PAYMENT PLAN

	Amount	Invoice date
Payment 1 (60% due)	\$3,338	August 31, 2020
Payment 2 (40% due)	\$2,225	August 31, 2021
TOTAL	\$5,563	

COMMENTS OR SPECIAL INSTRUCTIONS

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Kathi Marshall

DATE

6/19/20

01-203-435-317-000-143000

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free 1.855.255.8800 | Direct 1.650.372.4300 | E-mail orders@ixl.com
Completed sales contracts should be faxed to 1.650.372.4301 or e-mailed to orders@ixl.com.



LEARNING

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 2572243-0520
DATE: MAY 22, 2020

TO:
Kathi Marshall
Congdon Park Elementary
3118 East Superior Street
Duluth, MN 55812

COMMENTS OR SPECIAL INSTRUCTIONS

Optional payment plan:
Payment 1 (60%): \$3,338
Payment 2 (40%): \$2,225
*A signed sales contract is required to proceed with payment plan

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Stephanie Kortan	A19-2572243	Through August 31, 2022	June 22, 2020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Upgrade IXL site license (Grades K-5: 425 students) Add ELA access	\$5,376.00	\$5,376.00
1	Upgrade IXL site license (Grade 5: 100 students) Add Science access	\$805.00	\$805.00
1	Multi-year discount	-\$618.00	-\$618.00
SUBTOTAL			\$5,563.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$5,563.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 28th day of May, 2020

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Mickelson Consulting LLC

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Mickelson Consulting LLC (the "Parties") entered into the contract (the "Contract") dated October 1, 2019, for the purpose of exploration and implementation of restorative practices.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$6,700.00. This amendment would increase the not to exceed amount to \$7,200.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Luciane Mickelson
Contractor Signature _____ SSN or EIN _____ Date 6/1/20

Blin
Program Director _____ Date 6/1/2020

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	211	225	317	000	130500
----	-----	-----	-----	-----	--------

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathryn Erlson
CFO/Superintendent of Schools/Board Chair _____ Date 6/3/20



Letter of Agency Regarding E-Rate Consulting Services From July 1, 2020 through June 30, 2021

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2020** through **June 30, 2021**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, webinar, on-site at ARCC or in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, webinar, on-site at ARCC, or in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer training on how to complete the BEAR form/s at no cost to the District.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - + If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$100 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.

Cathie Olson

ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2020

Cindy Lee Olson

Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811
06/01/2020

01-108-012-000-000-130500



ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)
4884 MILLER TRUNK HWY, STE 300
DULUTH MN 55802
(218)723-1700 x 102

ISD #709
DULUTH PUBLIC SCHOOLS
ATTN: TECHNOLOGY DEPT
215 N FIRST AVE E
DULUTH MN 55802

Invoice for 07/01/2020 - 06/30/2021 E-Rate Consulti

# Units	Unit Description	Service Category
1	Annual Base	Contracted E-Rate Consulting Fee
8,392	FY19 ADM Served Final, Dec 2019	Contracted E-Rate Service Fee
		Total Invoice

Invoice #:	2021-038
Invoice Date:	June 15, 2020
Payment Due:	July 15, 2020

ing Services

Cost Per Unit	Annual Cost
250.00	250.00
0.20	1,678.40
	\$ 1,928.40



STATEMENT OF WORK

Project Name:	Duluth Public Schools -Cisco Expressway MRA	Seller Representative: David Donarski 6127045943 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government, LLC.	
Date Requested:	April 28 2020	Solution Architect: Bob Bickers staff
Seller Services Manager:	Phil Birt	
Version:	2	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date this SOW is signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government, LLC. (“**Provider**”, “**Seller**” and “**we**”) and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the Cisco Unified Communications solution.

The following are a part of this project:

1. Cisco Unified Communications Manager IM & Presence (IM&P) Service, which will provide instant messaging and presence functionality.
2. Certificates for the Unified Communications application server(s), which will provide secure authentication and encrypt sensitive information.
3. Cisco Jabber for Windows and Mac, which will be the Unified Communications client for the End-Users.
4. Expressway Core and Edge, which will provide Mobile and Remote Access (MRA) capabilities as well as Business-to-Business (B2B) video calling functionality.
5. Mobile and Remote Access (MRA).

Cisco Unified Communications Manager IM & Presence Service

As part of the Cisco Unified IM and Presence Service implementation, Seller will:

1. Determine Customer’s IM and Presence requirements.
2. Deploy Cisco Unified IM and Presence server applications based on Seller best practices. The anticipated version to be implemented is 12.5.

3. Import and configure two (2) Jabber users for Chromebook.
4. Configure system LDAP integration.
5. Configure Communications Manager integration.
6. Configure Unity Connection voicemail integration.
7. Upload Customer-provided CA Certificates to the IM&P server nodes.
8. Configure disaster recovery system to backup to a remote Customer-provided SFTP server.

CUSTOMER RESPONSIBILITIES

1. Configuring DNS SRV records for failover (active/active cluster mode only) as defined by Seller.
2. Creating internal DNS records necessary for Jabber internal auto discovery. DNS records are determined in the design phase.
3. Creating external DNS records necessary for Jabber edge auto discovery. DNS records are determined in the design phase.
4. Providing LDAP system details including version, server locations, relevant domains and OUs, server roles (DC/GC), sites, and links.
5. Populating and formatting phone numbers correctly in the LDAP directory. Proper formatting is determined in the design phase.
6. Populating the SIP proxy address for all Jabber users if Microsoft Office integration is desired.
7. For Active Directory environments, indexing of identified attributes on Global Catalog servers. Attributes are identified in the design phase.

ASSUMPTIONS

1. Active Directory/LDAP is stable and operational.

OUT OF SCOPE

1. Federation to other IM systems.
2. Integration with multiple forests.

Certificates

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

1. Determine certificate needs based on the applications and features being deployed.
2. Generate certificate-signing requests from the Unified Communications servers.
3. Assist Customer with certificate creation.
4. Install issued certificates on the Unified Communications server(s).

CUSTOMER RESPONSIBILITIES

1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications server(s).
2. Deploying root certificate chains to all Jabber desktop and mobile devices.
3. Issuing certificates for the Unified Communications servers based on provided signing requests.
4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

ASSUMPTIONS

1. An internal trusted certificate authority is available to issue certificates to Unified Communications server(s).
2. An external certificate authority is contracted by Customer to issue certificates for Expressway.

Cisco Jabber for Chromebook

As part of the Cisco Jabber for Chromebook implementation, Seller will:

1. Determine Customer's Unified Communications client requirements.
2. Implement two (2) Jabber for Chromebook clients, instructing Customer on the deployment of the remaining clients.
3. Enable and Configure the following features, if supported by the client and desired by the Customer:
 - o Presence indication, within the enterprise, as viewed in other Jabber clients.
 - o Click-to-Dial.
 - o Instant Messaging within the enterprise.
 - o File transfer.
 - o Desktop sharing.
 - o Desktop video within the enterprise.
 - o Integration to Active Directory.

CUSTOMER RESPONSIBILITIES

1. Providing client workstations and/or devices that meet minimum requirements as specified by Cisco.
 1. Remaining workstations and/or devices that do NOT meet as specified by Cisco will be considered "Best Effort".
2. Providing Cisco-approved USB headsets for soft phone operation.
3. Modifying workstation firewall (e.g., Windows firewall) policies as required by Cisco to allow desktop collaboration application traffic.
4. Implementing automated software distribution mechanism to distribute collaboration End-User clients beyond the stated number deployed by Seller.

ASSUMPTIONS

1. Existing Active Directory environment(s) are stable and operational.
2. Customer understands there are specific Chromebook hardware models that are supported, and the remaining Customer Chromebooks not listed as supported would be "best effort" for Cisco Jabber.

Supported Chromebook models:

1. **Customer Chromebooks not listed below would be considered "Best Effort"**
2. Below is the identified Chromebooks supported for Cisco Jabber / Mobile Remote Access:

ANDROID OS REQUIREMENT AND CHROMEBOOK MODELS SUPPORTED

Chromebook must have Chrome OS version 53 or later. Users can download Cisco Jabber for Android from Google Play Store.

The Chromebook models supported:

1. HP Chromebook 13 G1 Notebook PC
2. Google Chromebook Pixel
3. Samsung Chromebook Pro

OUT OF SCOPE

1. Configuration of ASA.
2. External access for Jabber clients.
3. Third-party client integration with IM&P server.

Cisco Expressway Core and Edge

Expressway Core and Edge will be deployed as a single cluster for Mobile and Remote Access (MRA) functionality.

EXPRESSWAY CORE

Seller will configure and implement one (1) Expressway-C node. This node will act as the traversal client for Expressway-E and is the SIP Proxy and communications gateway for Cisco Unified Communications Manager.

EXPRESSWAY EDGE

Seller will configure and implement one (1) Expressway-E node. This node will provide simplified firewall traversal and will work directly with the Expressway-C node. This node will sit outside of Customer's firewall in a DMZ segment and will provide a secure connection between internal collaboration endpoints, externally registered collaboration endpoints, and external entities on the public Internet.

To simplify MRA compatible endpoint login (Jabber), the Customer's external domain should be used as the Presence domain on the IM&P server(s) and for internal and external client login.

CUSTOMER RESPONSIBILITIES

1. Procuring and providing a public DNS record dedicated to Unified Communications to allow discovery of edge services and business-to-business video dialing.
 - o This record may be a sub-domain of an already existing domain (e.g., "uc.widgetco.com") should the main domain ("widgetco.com") already be used for SIP services, but Seller strongly recommends using the main domain.
2. Providing a Unified Communications Certificate (UCC, also called a Subject Alternate Name or SAN certificate) issued by a third-party certificate authority for use on the Expressway-E.
 - o This certificate may need to sign >5 domains depending on the number of Cisco Unified Presence server clusters in the UC project.
3. Providing network diagrams and device configuration files (show tech) for the Unified Communications data path if requested.
4. Providing the endpoint locations and the IP addressing and subnet mask plan for the proposed solution.
5. Providing application bandwidth requirements and priorities for each endpoint location.
6. Providing information about Customer Provided Equipment (CPE), such as device model, features, software and hardware releases, and configuration.
7. Providing remote connectivity as required to complete project.
8. Providing VMware environment per manufacturer specifications for virtual machines.

ASSUMPTIONS

1. Directory search will use UDS both inside and outside the network.

2. Voice/video quality over the Internet will be best effort.
3. If AnyConnect VPN is launched simultaneously, it will be preferred over Internet connection using Expressway-E.

OUT OF SCOPE

1. Seller will provide best practice templates for firewall to accommodate passage of Unified Communications traffic in and out of the Expressway-E, but implementation on Customer's firewall is considered out of scope.
2. Any device registration (such as MXP, Edge, Movi/Jabber Video, Telepresence Content Server or non-Cisco H323/SIP endpoints) directly to Expressway-C/-E that does not use Cisco Mobile and Remote Access (MRA) Collaboration features, unless otherwise stated in this Scope of Work.
3. Any additional co-resident software features such as Hybrid Calendar Connector or Hybrid Call Control, unless otherwise stated in this Scope of Work.
4. Separate Expressway clusters.

Cisco Mobile and Remote Access

Mobile and Remote Access (MRA) allows external endpoints and clients to have their registration, call control, provisioning, messaging, and presence services provided by Cisco Unified Communications Manager. The overall solution provides off premise access, secured communications, cloud services, and gateway and interoperability services. The Seller will be configuring MRA as part of this implementation

Planning and Discovery

The Unified Communications project will begin with the planning and discovery phase. Key activities that will be completed in this phase include:

1. Project Kickoff – The project team will be chartered and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions, and finalize any logistical details such as security clearance and equipment access.
2. Discovery – The project team will evaluate and document existing data in infrastructure, physical facilities, telecommunications infrastructure, and representative station reviews.
3. Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document telephony feature and function requirements.
4. Project Planning – The project team will develop project planning documents including a project plan which includes timelines, tasks, and resource assignments.

The planning and discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

Design

The design phase is a critical step in the project. During the design phase, Seller staff will determine, document, and review the system build and configuration. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

1. Analysis – The project team will review information gathered during discovery, review the new hardware configurations, and review Seller best practices in order to develop baseline design information.

2. Document Design – Seller staff will lead an effort to develop a final design custom to the Customer. This will be an interactive process between Seller engineers and Customer staff, as tradeoffs in design decisions, implementation impacts and issues, and the final selection of features for implementation are discussed. This will include Seller recommendations for changes to existing network infrastructure.
3. Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the infrastructure and reduce the chance of error caused by manual configuration.
4. Design Review – The design principles will be documented and a final design review will be conducted with all technical stakeholders. At the final design review, an overview of the design document will be presented for discussion, and a line-by-line walk through of the configuration templates will be used to map design criteria to configurations. The design review will be used as an educational tool as well as a forum for transferring knowledge to staff performing implementations.

Implementation and Testing

During the implementation and testing phase, Seller staff will stage, build, configure, and test equipment per the design and per the bill of materials for this project. The project team will execute a defined test plan to verify implementation and configuration of the hardware and software and to test specific functionality. Seller will also document the system configuration before turning the system over to Customer.

Customer Responsibilities

1. Procuring and providing the Unified Communications equipment listed in the bill of materials.
2. Providing a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
3. Receiving the equipment, inventorying, and recording serial numbers and MAC addresses at the staging location.
4. Unpacking, assembling, placing, and testing all endpoints.
5. Participating in the test plan as per instructions provided by Seller.
6. Providing shipping addresses for each site along with contact names for shipment to Customer's specified locations if required.

Training

During the training phase, Seller will provide administrative training for key Customer technical staff.

Knowledge Transfer and Administration Training

Seller will provide up to four (4) hours of knowledge transfer and basic Unified Communications administration training for up to four (4) Customer staff members. This training will be focused on the following topics:

1. Cisco Instant Messaging & Presence
2. Cisco Expressway
3. Cisco Jabber for Chromebook

NOTES

1. The reading of debugs, SDL, SDI trace files, or similar logs, files, and reports for any of the UC applications and components is not included as part of the training.
2. In addition to the Seller-provided training, Seller strongly recommends that administrators attend Cisco-certified instructor-led training.

End-User Training

There will be NO end-user training provided as part of this statement of work.

Cutover and First Day of Service

1. Once the activities as defined in the previous sections are complete, production cutover to the new system will take place. Seller will monitor the production system, and track and resolve incidents from Seller's remote location,
2. Once the new Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
5. Seller will assist with investigating and troubleshooting call quality issues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

Approval Criteria

The following is a list of the approval criteria for this project:

1. Cisco Instant Messaging & Presence configured and implemented.
2. Cisco Expressway configured and implemented.
3. Training provided to Administrators.

Project Closure and Completion

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.
2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

General Responsibilities, Assumptions, and Out of Scope

Customer Responsibilities

1. Providing all hardware and cabling required for implementation.

Page 7

Proprietary and Confidential

CDW, LLC.

Version: 2

Contract Number: 64626

Drafted by: Loletha Johnson

2. Providing proper 19" racks and screws.
3. Mounting all servers, routers, and switches into 19" racks.
4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
5. Connecting all equipment to power sources.
6. Connecting all equipment to appropriate network switches.
7. Providing Seller access to all locations that require hardware to be implemented.
8. Providing keyboards, mice, and monitors for all servers.
9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
11. Implementing all required DNS records per the design prior to implementation.
12. Implementing all required DHCP scope configurations per the design prior to implementation.
13. Providing information about Customer Provided Equipment (CPE), and the phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment. This information should be provided for the existing and planned telephony requirements.
14. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the Unified Communications solution.
15. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
16. Providing a list of users, security levels, and access privileges, and define the Unified Communications system administration and securities policies, and any other special requirements to be configured in the equipment.
17. Providing sufficient network capacity based on performance objectives and traffic volumes.
18. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
19. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract are considered out of scope and will be billed separately at standard hourly rates.
20. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
21. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.
22. Completing any Seller-provided documents/spreadsheets with user and phone information in the manner requested by Seller's engineers for proper importation.
23. Providing required bandwidth and latency for clustering over the WAN for all applications involved.
24. Providing Seller Engineer(s) with remote VPN access.

Assumptions

1. The current network is functioning properly (no adverse conditions).
2. The current Microsoft environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.

5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
 1. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.

Out of Scope

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.
7. LAN/WAN configuration work including but not limited to QoS, VLANs, etc.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Project deployment plan	Project deployment	Word, PDF

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$11,425.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 65 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$180.00	54.00	\$9,720.00
Project Manager – Per Hour	\$155.00	11.00	\$1,705.00
Estimated Totals		65	\$11,425.00

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

EXPENSES

Neither travel time nor direct expenses will be billed for this project.
The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for

- Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personnel information as confidential per the Agreement.
 4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
 5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
 6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of SOW Services", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government, LLC.

Duluth Independent School District No. 709 (MN)

By: Chris Digitally signed
Signature: Schroeder by Chris
Name: Schroeder Schroeder
Date: 2020.06.15
Date: er 11:11:00 -05'00'

By: Catherine Erickson
Signature

Name: Catherine A. Erickson

Date: 06/12/2020

Mailing Address:

230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

Mailing Address:

Street: 215 N. 1st Ave E

City/ST/ZIP: Duluth, MN 55802

The following PSM has given approval:
Phil Birt

Billing Contact:

Street: Same

City/ST/ZIP: _____

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.

01-108-012-311-000-130500

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Duluth Independent School District No. 709 215 N. 1st Avenue East Duluth, MN 55802	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work



INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 (“**Company**”) and Duluth Independent School District #709, with offices located at 215 North 1st Avenue East, Duluth, MN 55802 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the “Infinite Campus Product”), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the “Infinite Campus Additional Products”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “Infinite Campus Products”;
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “Infinite Campus Services”);
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation (“Documentation”) identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and Infinite Campus Services and any associated Documentation (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the “Initial Term”).
- 1.3 Recurring Annual Fees. Following the Initial Term, for each 12 month period thereafter (the “Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the “Recurring Annual Fees”). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
 - 2.2.b identify or discover any source code of the Infinite Campus Products;
 - 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
 - 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
 - 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- 2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 Payment Terms. Licensee shall pay Company or Company's Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.
- 3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS

A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- 6.3.a Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating

compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the Licensee, Company warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support

Company and Licensee agree to the terms and conditions of the Software Support Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Software Support Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting

Company and Licensee agree to the terms and conditions of the Cloud Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Cloud Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

10.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such

action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

- 10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 10.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.	Duluth Independent School District #709
Sales Contracts Management	
4321 109 th Ave NE	215 North 1st Avenue East
Blaine, MN 55449-6794	Duluth , MN 55802

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 10.9 Applicable Law. Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental

Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

- 10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.
- 10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 10.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.
- 10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner

that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

- 10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.
- 10.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.
- 10.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

Duluth Independent School District #709

By: Stephanie Svoboda
Stephanie Svoboda (Jun 18, 2020 09:02 CDT)

By: Catherine Erickson
 Name: Catherine A Erickson

Name: Stephanie Svoboda

Its: Authorized Signer

Its: CFO

01-108-012-000-000-140500

EXHIBIT A

CLOUD HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Duluth Independent School District #709, ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Cloud Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Recurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.

- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.

4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services ("Disaster Recovery").

4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.

4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Staging") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.2 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

5.0 **Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 **Security**

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 **Change Management**

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

7.1.a Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) pre-testing of changes in Company or Licensee non-Production testing environments; and
- (c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. Product Version. Licensee selecting Standard Cloud Hosting Services will receive Updates Change Events made available by Company which shall be applied with 30 days of its General Availability at such a date determined solely by the Company. Licensee selecting Cloud Choice Hosting Services may coordinate the Update Change Event date with Company.

8.0 **Licensee Proprietary Rights**

8.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on,

within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

- 8.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement. Nothing herein, however, prohibits Company from continuing to possess and use any reports or other data generated by the Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.
- 8.3 Alterations. Except as provided herein, in the Agreement, or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 8.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) days of any termination of the Agreement, Licensee shall remove or request that the Company remove on a fee-for-service basis all Licensee Content from Infinite Campus Products.
- 8.5 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.
- 8.6 Disclosure. Company may not disclose Licensee Content to any third party except: (i) its employees, consultants, and subcontractors who need access to such information and solely for purposes of providing services to Licensee under the Agreement, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in the Agreement; (ii) to the extent it was already capable of being known by or in the possession of the third party without restriction on use or disclosure; or (iii) to the extent compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction, provided that Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 8.7 Hold Harmless. Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

EXHIBIT B SOFTWARE SUPPORT SERVICES AGREEMENT

1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Duluth Independent School District #709, ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Software Support Services according to the fees indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Recurring Annual Fee

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services

4.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:

4.1 Software Maintenance

Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

4.2 E-Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

4.3 Telephone Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

5.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

6.0 Authorized Contact Personnel

Licensee shall identify up to three (3) authorized support contacts. Two (2) of the contacts will be responsible for functional issues experienced by end users and one (1) will serve as the technical contact. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

7.0 Payment

7.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

7.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

7.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

8.0 Major Alarm

8.1 Definition of a Major Alarm

A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

8.2 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 Alarm 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 Alarm will be resolved.

8.3 Response Time for a Major Alarm.

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

8.3.2 Phone support – within one (1) hour.

9.0 Non-Major Alarm

9.1 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 Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

9.2 Response Time for a Non-Major Alarm

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

9.1.2 Phone support – within one (1) business day.

10.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Duluth Independent School District #709 ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2020	8,392	Recurring	\$6.00	\$50,352.00
Messenger with Voice Tiered License Fee (1 - 10,000 Students)	7/1/2020	8,392	Recurring	\$0.90	\$7,552.80
Infinite Campus Services, Cloud Choice Hosting Services - SIS	7/1/2020	8,392	Recurring	\$1.00	\$8,392.00
Data Warehouse Server	7/1/2020	8,392	Recurring	Flat	\$1,000.00
Infinite Campus Services, Software Support - SIS	7/1/2020	8,392	Recurring	\$1.20	\$10,070.40
Infinite Campus Services, Tiered Software Support - Messenger with Voice (1 - 10,000 Students)	7/1/2020	8,392	Recurring	\$0.25	\$2,098.00
Infinite Campus Services, Software Support - Infinite Campus University Training	7/1/2020	8,392	Recurring	\$0.50	\$4,196.00
Data Change Tracker - 4 Years (Year 4)	7/1/2020	8,392	Recurring	Flat	\$1,000.00
Campus Learning-District License Fee (UPGRADE)	7/1/2020	8,392	Recurring	\$1.00	\$8,392.00
Messenger Remote Dial-In Setup Fee	7/1/2020	1	One Time - PAID	Flat	\$0.00
Annual Recurring Total					\$93,053.20

Duluth Independent School District #709

By: Catherine A Erickson
Catherine A Erickson (Jun 18, 2020 13:33 CDT)
 Name: Catherine A Erickson
 Its: CFO