

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), is entered into as of March 13, 2007 (the "Effective Date") between the **SCHOOL IMPROVEMENT NETWORK, INC.**, a Utah corporation (the "Licensor") and Keller ISD (the "Licensee").

Premises

WHEREAS, Licensor is in the business of developing, marketing, and distributing educational products and services to educators, students, and parents; and

WHEREAS, Licensee desires to obtain certain limited rights to utilize digital content from certain educational materials, and subject to the terms of this Agreement, Licensor is willing to grant such rights to Licensee.

Terms

NOW, THEREFORE, in consideration of the foregoing and following covenants, warranties, and representations, the parties hereto hereby agree as follows:

I. GRANT OF LIMITED LICENSE

1.1 License. Subject to the terms of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive, non-transferable, non-sublicensable, royalty-bearing, and limited license (the "License") to host on a server the educational materials identified in attached Exhibit A (the "Licensed Materials"). Licensee acknowledges and agrees that all right, title and interest in and to the Licensed Materials provided to Licensee by Licensor, in whatever form, are and shall remain the property of Licensor. Licensee shall not acquire or attempt to acquire any right, title or interest in or to any of the Licensed Materials. The License to use Licensed Materials shall immediately terminate upon termination of this Agreement.

1.2 Use Restrictions. Licensee's use of the Licensed Materials shall be subject to the use restrictions set forth in attached Exhibit B ("Content Use Restrictions"). Licensee shall use the Licensed Materials solely for non-commercial broadcast to Licensee's employees. Licensee shall not permit any person, other than its employees to use or view the Licensed Materials. Licensee shall not edit or copy any part of the Licensed Materials. Licensee warrants that it shall utilize best efforts to comply with its obligations hereunder, including by maintaining appropriate policies and procedures. Licensee shall be solely responsible for supplying and maintaining computers, facilities, and equipment necessary to host and distribute the Licensed Materials.

II. LICENSE FEE

2.1 License Fee. In consideration of the License, Licensee shall pay to Licensor a fee (the "License Fee") as set forth in attached Exhibit C.

2.2 Audits. During the Term of this Agreement and for a period of four (4) years thereafter, Licensee shall maintain records documenting Licensee's use of the Licensed Materials, if licensed materials are used in any manner outside of the PD 360 interface, or if users access content in any way other than by individually signing into www.schoolimprovement.com/pd360. Licensor shall have the right, during normal business hours, to review such records.

III. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and be effective for one (1) year thereafter (“Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a “Renewal Term”) unless: (a) either party gives the other party written notice of termination at least 30 (thirty) days before the expiration of the Initial Term or Renewal Term, (b) the parties mutually agree in writing, or (c) a breach remains uncured 30 (thirty) days after the breaching party hereunder has received from the non-breaching party written notice of the breach (in which case, this Agreement shall automatically terminate after the 30th day).

IV. INDEMNIFICATION AND REMEDIES

4.1 Warranty: Licensor warrants to Licensee that it has the full legal right to grant to Licensee the License granted under this Agreement, and that the Licensed Materials, as and when delivered to Licensee and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person. Licensor shall defend and indemnify Licensee against any third party claim to the extent attributable to a violation of the foregoing warranty.

4.2 Disclaimer of Warranty. **LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 4.1 ABOVE, LICENSOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THE LICENSED MATERIALS, AND THAT LICENSOR PROVIDES SUCH PRODUCTS AND SERVICES HEREUNDER ON AN "AS IS" BASIS AND DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, THE QUALITY OR CONDITION THEREOF, EDUCATIONAL CLAIMS, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

4.3 Limitation of Liability. **EXCEPT TO THE EXTENT OF A PARTY’S OR A PARTY’S AFFILIATES’, EMPLOYEES’, AGENTS’, OR CONTRACTORS’ WILLFUL MISCONDUCT, GROSS NEGLIGENCE, BREACH OF ARTICLE II HEREUNDER, OR BREACH OF 4.1 ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PARTY FOR ANY LOST REVENUES, LOST PROFITS, LOST OPPORTUNITY, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES ARISING UNDER ANY LEGAL THEORY ARISING OUT OF THIS AGREEMENT.**

V. MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any other agreements or understandings, either oral or written, between the parties relating to the subject matter hereof. This Agreement may be amended, in whole or in part, only upon the mutual written consent of both parties hereto.

5.2 Successors and Assigns. This Agreement may be assigned without restriction by Licensor. This Agreement may be assigned by Licensee only upon Licensor's written consent.

5.3 Governing Law, Venue, Attorneys’ Fees. This Agreement shall be governed by the laws of the state of Texas, excluding any applicable conflicts of law provisions. The exclusive venue for any judicial action or proceeding arising out of this Agreement shall be the state court of competent jurisdiction located in the state of Texas. Either party may exercise any legal right and remedy available

to it, whether at law or in equity, to enforce any provision of this Agreement. In any action to enforce or defend any part of this Agreement, the prevailing party shall be entitled to an award against the non-prevailing party, in addition to any damages or injunctive relief, any reasonable costs, fees, and expenses, including attorneys' fees according to Sec. 271.159 of the Texas Local Government Code, court costs, witness and expert fees, travel and lodging costs, collection costs, and pre- and post-judgment interest to the maximum extent allowable by law.

5.4 Severability. If any term of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidated term shall not affect any other term and shall be modified by the court only as necessary giving maximum permissible effect to the parties' intentions expressed herein, and the remainder of this Agreement shall continue in full force and effect.

5.5 Execution. This Agreement may be executed in any number of duplicate counterparts, including via fax or e-mail, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5.6 Review by Attorney. Each party acknowledges that it has had an opportunity to review this Agreement prior to execution with its own legal counsel.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

"LICENSOR"

SCHOOL IMPROVEMENT NETWORK, INC.,
a Utah corporation

By: _____

Name: Chet Linton

Title: Chief Executive Officer

"LICENSEE"

Keller ISD

By: _____

Name: _____

Title: _____

EXHIBIT A

This Exhibit A is made pursuant to that certain License Agreement (“Agreement”) of even date herewith executed by School Improvement Network, Inc. and Keller ISD. The Licensed Materials, as more particularly described in the Agreement, are as follows:

Stock Number	Title	Presenter
1305 E	Classroom Instruction that Works – Elementary Edition	McREL’s Salle Quakenboss
1305S	Classroom Instruction that Works – Secondary Edition	McREL’s Salle Quakenboss
1102E	Differentiating Instruction – Elementary Edition	Gayle Gregory & Carolyn Chapman
1102S	Differentiating Instruction – Elementary Edition	Gayle Gregory & Carolyn Chapman
1306	Using Data to Close the Achievement Gap	Ruth Johnson
1202E	Assessment For Learning – Elementary Edition	Rick Stiggins
1202S	Assessment For Learning – Secondary Edition	Rick Stiggins
1405	Understanding the Culture of Poverty	Mary Montel Bacon
906E	Teaching English Language Learner’s in the Regular Classroom – Elementary Edition	Virginia Rojas
906S	Teaching English Language Learner’s in the Regular Classroom – Secondary Edition	Virginia Rojas
1201	Closing the Achievement Gap	Glenn Singleton
1104E	All Means All, “What is About You Can’t Teach?” Elementary Edition	Eleanor Renee Rodriguez
1104S	All Means All, “What is About You Can’t Teach?” Secondary Edition	Eleanor Renee Rodriguez
1101E	New Teacher Training: Winning Students Over, Not Winning Over Them – Elementary Edition	Carol Cummings
1101S	New Teacher Training : Winning Students Over, Not Winning Over Them – Secondary Edition	Carol Cummings
1404	Training Paraprofessionals and the Teachers that Work with Them	Betty Ashbaker & Jill Morgan
1301	Effective Mentoring	Laura Lipton & Bruce Wellman
803E	Assessment and Scoring Guides Based on Standards – Elementary Edition	Douglas Reeves
803S	Assessment and Scoring Guides Based on Standards – Secondary Edition	Douglas Reeves
707	Achieving Reading Success in the Early Years	Margaret Mooney
1006	Helping Struggling Readers Beyond Grade One	Darrell Morris
1205	High-Quality For Classroom Success – Secondary	Various Experts
1205SC	Strategies that Work for Science Teachers	Various Experts
1205MA	Strategies that Work for Math Teachers	Various Experts
1205SS	Strategies that Work for Social Studies Teachers	Various Experts
1205EN	Strategies that Work for English Teachers	Various Experts
1206	High-Quality Teaching for Classroom Success	Various Experts
1402E	Reading in the Content Areas – Elementary	Carol Santa
1402S	Reading in the Content Areas – Elementary	Carol Santa
902E	Thinking Maps to Graphic Organizers – Elementary	David Hyerle

902S	Thinking Maps to Graphic Organizers – Secondary	David Hyerle
804E	Questioning to Stimulate Thinking and Learning – Elementary	Beth Sattes & Jackie Walsh
804S	Questioning to Stimulate Thinking and Learning – Secondary	Beth Sattes & Jackie Walsh
704	Bringing Brain Research into Classroom Practice	Pat Wolfe
703E	Cooperative Learning and Multiple Intelligences – Elementary	Spencer & Laurie Kagan
703M	Cooperative Learning and Multiple Intelligences – Middle School	Spencer & Laurie Kagan
703S	Cooperative Learning and Multiple Intelligences – Secondary	Spencer & Laurie Kagan
701	Habits of Mind	Art Costa
404	High School Block Scheduling	Robert Lynn Canady

Leadership Development

Stock Number	Title	Presenter
1304	Dealing with Difficult Teachers	Todd Whitaker
801	What's Worth Fighting For In Education	Michael Fullan & Andy Hargreaves
1203	Secondary Principals as Leaders of Learners	Irving Jones
1204	Elementary Principals as Leaders of Learners	Rebecca DuFour
1005	Building Learning Communities – Leadership in the Age of Standards and High Stakes	Rick DuFour
507	Principals: Leaders of Change	Kent Peterson & Terrence Deal

EXHIBIT B

This Exhibit B is made pursuant to that certain License Agreement (“Agreement”) of even date herewith executed by School Improvement Network, Inc. and Keller ISD. The Content Hosting Restrictions, as more particularly described in the Agreement, are as follows:

I. Digital Hosting

Hosting Period	Origination Site	Broadcast Site(s)	Distribution Method
12 Months	School District Office and/or schools covered under this license agreement.	Schools licensed under the District’s license	WAN, LAN, Internet, or physical media

EXHIBIT C

This Exhibit C is made pursuant to that certain License Agreement (“Agreement”) of even date herewith executed by School Improvement Network, Inc. and Keller ISD. The Annual Licensed Fees, as more particularly described in the Agreement, are as follows:

Num Sites	Each Annual Site License Amount	Training Included	
1	\$ 2,595	Web Conf	3 hrs
2-5	\$ 2,195	Web Conf	3 hrs
6-10	\$ 1,995	Web Conf	6 hrs
11-20	\$ 1,795	On Site	1 day
21-50	\$ 1,595	On Site	1 day
50+	\$ 1,495	On Site	2 days

Pricing good through May 31, 2007

Licensed Content	Number of Sites	Annual Amount Per Site	Total
Site License Includes			
1. Professional Development Content			
2. PDF Implementation Guidebooks			
3. Leadership Content			
4. Implementation Training			
5. Installation and Tech Support			
6. Content Hosted by Local Server	24	\$1595.00	\$38,280.00
District Discount 31%			-11,935.00
		Total Annual Amount	\$26,345.00

2. Other Invoicing Terms.

2.1 Fee Reviews and Amendments. Lessee acknowledges and agrees that Lessor may, in its sole discretion, review and prospectively amend the License Fees for Licensed Materials provided under the Agreement by delivering notice to Licensee, in which case such amended License Fees shall become effective 30 (thirty) days from delivery by Licensee, unless Licensee delivers a written notice of termination within that 30 (thirty) day period.

2.2 Invoicing Terms. Payment due in full net 30 (thirty) days from receipt of invoice.

2.3 Late Fees. If any invoice is not paid in full within 30 (thirty) days of receipt, Licensee shall incur interest and other fees in accordance with Chapter 2251 of the Texas Governmental Code, in addition to the original amounts invoiced, delinquency charges on a daily basis of all outstanding original amounts plus accrued delinquency charges according to Section 2251.025 for every day that such outstanding charges remain unpaid (“Delinquency Charge”).



Sole Source Provider

To whom it may concern:

School Improvement Network is the sole source provider and owns the copyrights for the professional development online service, PD360-Professional Development On Demand, and all video programs associated with PD360.

PD360 is published by the School Improvement Network and can only be purchased from the School Improvement Network

Sincerely,

Chet D. Linton
Chief Executive Officer