

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 2 Pine Tree Drive, Suite 302, Arden Hills, MN 55112 ("**Company**") and **Centennial BOCES**, with offices located at 830 South Lincoln Street, Longmont, CO 80501 ("**Licensee**").

RECITALS

- A. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such 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, right and license to the Infinite Campus Products identified on Exhibit A and the related documentation ("**Documentation**") described on Exhibit A. 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 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein.

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, 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.

Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow and/or system loads 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. 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. Except as otherwise provided in Exhibit A, Licensee shall pay Company, the fees specified in Exhibit A within thirty (30) days from the date of invoice. Licensee shall pay Company, within thirty (30) days of date of invoice, all charges, including, without limitation, all travel and out-of-pocket expenses incurred by Company in connection with the Infinite Campus Services, including all training, education or other professional services provided by Company in connection with the implementation of the Infinite Campus Products.
- 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.

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 Media Warranty. The media on which the Infinite Campus Products is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the delivery of the Infinite Campus Products to Licensee. Licensee's exclusive remedy under this Section shall be the replacement of the media, provided the defective media is returned to Company.
- 4.2.b 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.c 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 defect Infinite Campus Products, subject, however, to a twelve (12) month straight line depreciation commencing on the date of delivery of such Infinite Campus Products. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.d 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 Term and Termination

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

6.2 Termination. This Agreement may be terminated as follows: (i) either party may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice of termination to the other party; and (ii) Company may terminate this Agreement and any other active agreement with Licensee immediately and without any period to remedy if: (a) Licensee fails to fully perform any obligation under this Agreement, (b) there is a material change in or transfer of Licensee's management, ownership, control, business operations, or

Licensee becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Company, (c) Licensee's actions expose or threaten to expose Company to any liability, obligation, or violation of law, or (d) Licensee fails to maintain sufficient net worth and working capital to meet its obligations, has a receiver or trustee appointed for its property, becomes insolvent or makes an assignment for the benefit of creditors. There shall be no refund of any monies previously paid to Company in connection with this Agreement. In the event of termination of this Agreement by either party pursuant to Section 6.2 prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination; provided however, the Company shall not be entitled to license fees for subsequent full years.

- 6.3 Responsibilities in the Event of Termination. 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) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. 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.
- 6.4 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 Maintenance.** Company and Licensee agree to the terms and conditions of Exhibit B, the Software Maintenance Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services for maintenance and support of the Infinite Campus Products, as described in Exhibit B, annually at Company's then current terms and fees for such services.
- 8.0 Application Hosting.** Company and Licensee agree to the terms and conditions of Exhibit C, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services for Application hosting, as described in Exhibit C, annually at Company's then current terms and fees for such services.
- 9.0 General Terms and Conditions**
- 9.1 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.

- 9.2 Governing Law and Jurisdiction. This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Ramsey County, Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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, 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.
- 9.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations. Neither Company nor Licensee will be liable for any agreements, 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.

8.8 Notices. Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, 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.
Sales Contracts Management
2 Pine Tree Drive, Suite 302
Arden Hills, MN 55112

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

8.9 Applicable Laws. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. 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>.

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

Infinite Campus, Inc.


By: 

Name: Eric Creighton

Title: Chief Operating Officer

Date: 7/19/05

Centennial-BOCES

By: 

Name: Dan Maas

Title: Director of Technology Services

Effective Date: July 1, 2005

EXHIBIT A
SOFTWARE LICENSE SCHEDULE

1.0 Reference to Agreement. This Software License Schedule is subject to and incorporates all of the provisions stated in the Master License Agreement between **Infinite Campus, Inc.**, ("Company") and **Centennial BOCES**, ("Licensee") as of the Effective Date.

2.0 Infinite Campus Products, Documentation, License Fees. Upon the Effective Date of this Agreement, Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the fees described in the table below and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable). The number of licenses shall be valid from the Effective Date until one (1) year thereafter (Initial Term):

<i>Description</i>	<i>Quantity</i>	<i>Cost Per</i>	<i>Total</i>
Student License Fee	4,874	\$6.00	29,244
Total:			\$29,244

Following the Initial Term, for each 12 month period thereafter (Subsequent Terms), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than **four thousand eight hundred seventy-four (4,874)**, charge an additional license fee according to the then current license fees for the licensed Infinite Campus Products.

3.0 Infinite Campus Services, Fees. During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

<i>Description</i>	<i>Quantity</i>	<i>Cost Per</i>	<i>Total</i>
Infinite Campus Services, Software Support 1 st year	4,874		10,000
Infinite Campus Services, Application Hosting Services 1 st year	4,874		5,000
Total:			\$15,000

Following the Initial Term, for each 12 month period thereafter (Subsequent Terms), Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than **four thousand eight hundred seventy-four (4,874)**, increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

- 3.1 Additional Training, Data Conversion and Project Management Services. Any additional 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.
- 3.2 Additional Software Support Services. During the initial term of this Agreement, for each one (1) year period after the initial term, Licensee shall pay an annual fee for Software Support (as that term is defined in Section 1.0 of Exhibit B) at the then current fees for Software Maintenance.
- 3.3 Additional Application Hosting Services. During the initial term of this Agreement, for each one (1) year period after the initial term, Licensee shall pay an annual fee for Application Hosting Services (as that term is defined in Section 1.0 of Exhibit C) at the then current fees for Application Hosting.

4.0 Total Estimate Fees For Initial Term. The total estimated license fees for Infinite Campus Products for the Initial Term as provided in Paragraph 2.0 is **\$29,244**; the total of the estimated fees for Infinite Campus Services for the Initial Term as provided in Paragraph 3.0 is **\$15,000**. Therefore, the total estimated fees for all Infinite Campus Products and Infinite Campus Services for the Initial Term is: **\$44,244**.

5.0 Total Estimate Fees For Subsequent Terms. The total estimated license fees for Infinite Campus Products for the Subsequent Terms, barring any change to number of licenses required, as provided in Paragraph 2.0 is **\$29,244**; the total of the estimated fees for Infinite Campus Services, barring any change to number of licenses required, for Subsequent Terms as provided in Paragraph 3.0 is **\$15,000**. Therefore, the total estimated fees for all Infinite Campus Products and Infinite Campus Services for Subsequent Terms is: **\$44,244**.

EXHIBIT B
SOFTWARE SUPPORT SERVICES

- 1.0 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:
- 1.1 Software Maintenance. Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes, and all other Documentation for Infinite Campus Products.
- 2.0 Payment**
- 2.1 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 for time and materials as set forth above.
- 2.2 Diagnostic Expenses. In the event Company performs on-site services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently proves 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.
- 3.0 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.
- 4.0 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.
- 5.0 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.

EXHIBIT C

APPLICATION HOSTING SERVICES

- 1.0 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, Company shall provide non-exclusive electronic access to a digital information processing, transmission and storage system (the "Server") to store Licensee's Application and make it available on demand by users of the Internet (the "Application Hosting Services") to Licensee.
- 2.0 Availability of Services.** Subject to the terms and conditions of this Agreement, Company shall use its best efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.
- 2.1 **Downtime.** Licensee agrees that from time to time the Application Hosting 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").
- 2.2 **Advance Notice.** Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.
- 3.0 Backups.** Company shall maintain backup servers and telecommunications connections and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.
- 4.0 Storage and Security.** Company shall operate and maintain the Server in good working order with access restricted to employees of Company and persons specifically designated by Licensee. 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 Server, including:
- (a) firewall protection;
 - (b) maintenance of independent archival and backup copies of the Site and all Licensee Content; and
 - (c) protection from network attack or other malicious harmful or disabling data, work, code or program.
- 5.0 Proprietary Rights**
- 5.1 **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 Application Hosting Services.

5.2 License. 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 license 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.

5.3 Alterations. Except as provided herein 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.

6.0 Warranty Provisions

6.1 Warranty of Company. The warranty provisions contained in the End User License Agreement are incorporated herein by reference.

6.2 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.

7.0 **Indemnification Provisions**. In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend, hold harmless and indemnify 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.

**AMENDMENT TO INFINITE CAMPUS
END USER LICENSE AGREEMENT**

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between **Infinite Campus, Inc.** a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449 (the "Company") and **Centennial BOCES**, with offices located at 2040 Clubhouse Drive, Greeley, Colorado 80634 ("Licensee") and amends the agreement between the same parties titled End User License Agreement with an effective date of July 1, 2005.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Addition of Section 1.3. The language below in its entirety becomes Section 1.3 to the Agreement as here amended:

- 1.3 **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").

Addition of Section 1.4. The language below in its entirety becomes Section 1.4 to the Agreement as here amended:

- 1.4 **Reoccurring 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 "Reoccurring 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 Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

Amendment to Section 6.3. Section 6.3 to the Agreement is hereby deleted. Section 6.3, below, becomes Section 6.3 to the Agreement, as here amended.

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 District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by FERPA, and any other State or Federal law relating to the protection of confidential student

information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

Amendment to Section 7.0. Section 7.0 to the Agreement is hereby deleted. Section 7.0, below, becomes Section 7.0 to the Agreement, as here amended.

7.0 Licensee agrees to the terms and conditions of the Computer Information Concepts, Inc. Licensed Product Agreement, which is set forth separately. Licensee shall be billed for the Computer Information Concepts, Inc. services for maintenance and support of the Infinite Campus Products, as described in Computer Information Concepts, Inc. Licensed Product Agreement, in accordance with the payment terms set forth therein.

Amendment to Section 8.0. Section 8.0 to the Agreement is hereby deleted. Section 8.0, below, becomes Section 8.0 to the Agreement, as here amended.

8.0 Company and Licensee agree to the terms and conditions of the Exhibit A 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 Exhibit A Cloud Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

Amendment to Section 8.9. Section 8.9 to the Agreement is hereby deleted. Section 8.9, below, becomes Section 8.9 to the Agreement, as here amended.

8.9 **Applicable Law.** Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. 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>.

8.9.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 the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. 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 agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

8.9.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. 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.

- 8.9.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.
- 8.9.d Upon termination of this Agreement, Company shall return and/or destroy all data or information 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 data or information 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 data or information 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).

Section 10.9 Replaced with Section 10.1. Section 10.9 to the Agreement is hereby deleted. Section 10.1, below, becomes Section 10.1 to the Agreement, as here amended.

- 10.1 **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 10.1.

Addition of Section 10.2. The language below in its entirety becomes Section 10.2 to the Agreement as here amended:

- 10.2 **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.

Addition of Section 10.3. The language below in its entirety becomes Section 10.3 to the Agreement as here amended:

- 10.2 **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.

Amendment to Exhibit A. Exhibit A to the Agreement is hereby deleted. Exhibit A, Cloud Hosting Services Agreement, becomes Exhibit A to the Agreement, as here amended.

Deletion of Exhibit B. Exhibit B to the Agreement is hereby deleted.

Deletion of Exhibit C. Exhibit C to the Agreement is hereby deleted.

Infinite Campus, Inc.

By: EA Creighton

Name: Eric Creighton

Its: Chief Operating Officer

Centennial BOCES

By: Terry A. Buswell
Terry A. Buswell (Nov 20, 2014)

Name: Terry A. Buswell

Its: CFO/HR & Technology Director

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 **Centennial BOCES** ("**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 Reoccurring 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 "Reoccurring 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 Reoccurring 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. For the Initial Term, and annually thereafter, Licensee selecting Standard Cloud Hosting Services will chose a release line (currently Maintenance or Enhancement). Each Update made available by Company for the applicable release line 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 will additionally choose the release version for the applicable release line, and 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.
- 8.3 Alterations. Except as provided herein 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 this 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 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.

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 Centennial BOCES, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	07/01/2014	9,107	Reoccurring	\$6.00	\$54,642
Infinite Campus Services, Cloud Choice Hosting Services -- SIS	07/01/2014	9,107	Reoccurring	1.00	9,107
Messenger with Voice (Brush RE-2J, Clear Creek RE-1)	07/01/2014	2,329	Reoccurring	0.90	2,245
Food Service Tiered License Fee (1 - 5,000 Students) (Ault Highland RE-9, Cheyenne Wells)	07/01/2014	944	Reoccurring	2.00	1,888
Food Service Tiered License Fee (1 - 5000 Students) (Prairie SD RE-11) Pro-rated August 1, 2014 -- June 30, 2015)	08/01/2014	196	Reoccurring	1.83	359
Food Service Tiered License Fee (1-5,000 Students) (Prairie SD RE-11)	07/01/2015	196	Reoccurring	2.00	392
Year 1 Total					\$68,241
Annual Recurring Total					\$68,274

Centennial BOCES

By: Terry A. Buswell
Terry A. Buswell (Nov 20, 2014)

Name: Terry A. Buswell

Its: CFO/HR & Technology Director

Date: Nov 20, 2014

RECEIVED DEC 10 2014

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 Centennial BOCES, ("Licensee").

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Food Service Tiered License Fee (1 - 5000 Students) (Prairie SD RE-11) - Pro-rated August 1, 2014 – June 30, 2015	8/1/2014	196	Reoccurring	1.83	359
Food Service Tiered License Fee (1- 5,000 Students) (Prairie SD RE-11) – Year 2 and Future Years	7/1/2015	196	Reoccurring	2.00	392
Food Service Tiered License Fee (1- 5,000 Students) (Briggsdale SD RE-10) – Year 1	1/1/2015	170	Reoccurring	2.00	340
Food Service Tiered License Fee (1- 5,000 Students) (Briggsdale SD RE-10) – Year 2 and Future Years	1/1/2016	170	Reoccurring	2.00	340
Food Service Tiered License Fee (1- 5,000 Students) (Brush SD RE-2J) – Year 1	1/1/2015	1,564	Reoccurring	2.00	3,128
Food Service Tiered License Fee (1- 5000 Students) (Brush SD RE-2J) – Year 2 and Future Years	1/1/2016	1,564	Reoccurring	2.00	3,128
Year 1 Total					\$71,709
Annual Recurring Total					\$71,742

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Order and Pricing Schedule

Centennial BOCES

By: Terry A. Buswell
Terry A. Buswell (Dec 10, 2014)

Name: Terry A. Buswell

Its: CFO / HR & Technology Director

Date: Dec 10, 2014

Signature: EA Creighton

Email: eric.creighton@infinitecampus.com

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