

SKYWARD® SOFTWARE AS A SERVICE AGREEMENT

This Skyward® Software as a Service Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”) and **Coeur d’Alene Charter Academy**, with offices at 4904 N Duncan Drive, Coeur d’Alene, ID 83815 (“Subscriber”). Skyward and Subscriber may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the “Skyward Services”).

C. Skyward and Subscriber desire to enter into this Agreement to establish the terms and conditions under which Skyward will provide Subscriber with access to the Skyward Products and certain Skyward Services, as more particularly described herein.

TERMS AND CONDITIONS

1.0 Access and Use of Skyward Products.

1.1 Grant of Access. Subject to the terms and conditions of this Agreement, Skyward hereby grants to Subscriber and Subscriber’s Authorized Users (as defined herein), a nonexclusive, non-transferable, non-licensable, non-perpetual limited right to access the Skyward Products identified in the proposal signed by Skyward and Subscriber, including any addenda thereto, attached hereto and incorporated herein by reference (the “Proposal”), together with all related instruction manuals and other materials associated therewith (the “Materials”). Subscriber and Subscriber’s Authorized Users may only access and use the Skyward Products through Skyward’s authorized third party host and pursuant to that certain Hosting Services Agreement executed by Subscriber simultaneously with the execution of this Agreement, or subsequently entered into by Subscriber and Skyward. Subscriber and Subscriber’s Authorized Users may access and use the Skyward Products and Materials solely for their own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Subscriber from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

1.2 Use Restrictions. By accepting the rights granted by Skyward hereunder, Subscriber agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Subscriber or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

1.3 Authorized Users. Subscriber is solely responsible for providing and administering usernames for all of Subscriber’s authorized employees who have a need to access the Skyward Products or Materials (each an “Authorized User” and collectively the “Authorized Users”). Subscriber is further solely responsible for (a) maintaining the security of all user names and passwords granted to Subscriber or its Authorized Users; (b) the security of Subscriber’s information systems used to access the Skyward Products; and (c) Subscriber’s Authorized Users’ compliance with the terms of this Agreement. Subscriber will immediately notify Skyward if it becomes aware of any loss, theft, or unauthorized use of any of Subscriber’s passwords or user names, or any other breach of Subscriber’s security as it relates to the Skyward Products.

1.4 Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Subscriber are for informational purposes only and it is the sole responsibility of Subscriber to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Subscriber further acknowledges that any such information or proposals provided by Skyward were based on information provided by Subscriber and that Skyward did not perform an independent technology analysis, unless requested by Subscriber to do so. In the event Skyward provides any third party products or services to Subscriber under the terms of this Agreement, Subscriber agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

2.0 Fees and Payment.

2.1 Fees. Subscriber shall pay the subscription and hosting fees associated with the Skyward Products and Skyward Services identified in the Proposal (collectively the “Subscription Fees”). In addition, Subscriber shall pay any other recurring fees and amounts due in association with the Skyward Products and Skyward Services identified in the Proposal or otherwise agreed to in writing by Skyward and Subscriber during the term of this Agreement.

2.2 Payment. Subscriber shall make payment of the Subscription Fees when due as provided in the Proposal. Subscriber shall make payment of any other amounts due within thirty (30) days from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

2.3 Taxes. If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward’s net income, upon the Skyward Products, Materials, or Skyward Services, then Subscriber agrees to pay the amount specified and Subscriber is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

3.0 Ownership and Protection of Intellectual Property.

3.1 Reservation of Title. Subscriber acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward’s licensor.

3.2 Subscriber’s Responsibilities. Subscriber shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Subscriber shall devote its best efforts to ensure that all Subscriber’s personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Subscriber’s right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Subscriber hereunder shall remain in full force and effect for so long as Subscriber continues to have access to or use the Skyward Products and Materials.

3.3 Reproductions, Filming and Back-Up Copies.

3.3.1 Reproduction of Materials. Subscriber may reproduce the Materials for authorized use by personnel of Subscriber as required to operate the Skyward Products, provided that Subscriber includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

3.3.2 Filming. Subscriber may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Subscriber agrees that Subscriber, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Subscriber will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

3.4 Audit Rights. During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Subscriber, Skyward may audit Subscriber’s database and/or computing devices to determine Subscriber’s compliance with this Agreement and payment of all applicable Subscription Fees due Skyward, if any, in association with the Skyward Products. If such audit reveals that Subscriber knowingly underpaid the Subscription Fees due Skyward under the terms of this Agreement, then Subscriber shall pay to Skyward any such unpaid amounts within thirty (30) days of receipt of written notice from Skyward.

4.0 Indemnification and Source Code Escrow.

4.1 Ownership. Skyward warrants and represents that it has full right, power and authority to provide Subscriber with access to the Skyward Products and Materials, subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Subscriber harmless from any and all claims, liabilities, or actions brought by any third party against Subscriber for infringement of Subscriber’s right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

4.2 Infringement Claim. Notwithstanding the express limitation of liability contained in Section 5.4 below, at Skyward sole expense, Skyward shall defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Subscriber’s ability to exercise the rights granted in this Agreement, unless Subscriber consents thereto.

4.3 Remedy. Subscriber agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Subscriber shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Subscriber the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

5.0 Limited Warranty and Limitation of Liability.

5.1 Limited Warranty. Skyward shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in Subscriber's access and use of the Skyward Products, provided that: (a) Subscriber uses the Skyward Products strictly in accordance with the user documentation furnished by Skyward; (b) Subscriber pays all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) Subscriber makes no changes (nor permits any changes to be made other than by or with the express written approval of Skyward) to the Software Products. This limited warranty extends only to Subscriber.

5.2 Limitations. In no event does Skyward warrant that the Skyward Products will be error free or that Subscriber will be able to operate the Skyward Products without problems or interruptions. Subscriber acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and any cloud computing service provider that Skyward uses and that Skyward has no control over such availability. Accordingly, Skyward makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any cloud computing service provider that Skyward uses. Subscriber further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond Skyward's reasonable control and Skyward will not be liable to Subscriber as a result of these temporary interruptions.

5.3 Remedies and Exclusions. Subscriber's sole and exclusive remedy and the entire liability of Skyward under the above referenced limited warranty will be for Skyward to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, Skyward is unable to provide the Skyward Products as warranted within thirty (30) days following Subscriber's report of a breach of this limited warranty, then upon Subscriber's written request, Skyward will refund the Subscription Fees paid by Subscriber to Skyward for the then current fiscal year, pro-rated as of the date of the report of the breach, and Subscriber's right to access and use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by Skyward. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5.4 Limitation of Liability. The liability of Skyward to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber.

6.0 Term and Termination.

6.1 Term. The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue for the period of time identified in the Proposal (the "Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each as "Renewal Term"), unless terminated as provided herein. All references to the "term" of this Agreement shall include the Initial Term and any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days advance written notice. In the event this Agreement is extended as provided above, Subscriber shall pay the then current Subscription Fees associated with the Skyward Products and Skyward Services for each Renewal Term.

6.2 Termination by Subscriber.

6.2.1 Voluntary Termination. Notwithstanding Section 6.1 above, Subscriber may terminate this Agreement at any time for convenience by providing Skyward with not less than one hundred twenty (120) days prior written notice. Provided however, Subscriber acknowledges that (a) if Subscriber terminates this Agreement as provided in this Section 6.2.1 during the Initial Term, then Subscriber shall be responsible for payment of all Subscription Fees identified in the Proposal for the Initial

Term, which shall be due and payable on the effective date of termination; and (b) all Subscription Fees previously paid by Subscriber are non-refundable and will not be prorated or refunded to Subscriber.

6.2.2 Termination Upon Skyward Default. Subscriber may terminate this Agreement without penalty in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Subscriber.

6.2.3 Termination Upon Non-Appropriation. Skyward acknowledges that this Agreement is a commitment of Subscriber's current revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Subscriber's governing board, then this Agreement may be terminated by Subscriber at the end of the fiscal period for which funds are appropriated and allocated. Subscriber shall provide Skyward with prompt written notice of any such non-appropriation event.

6.3 Termination by Skyward. The occurrence of any one or more of the following shall be deemed a "Subscriber Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Subscriber fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay when due any amounts due Skyward under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Subscriber Default, Skyward shall have the right to immediately terminate this Agreement.

6.4 Effect of Termination. In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Skyward Products and Materials shall be immediately terminated.

6.5 Injunctive Relief. In the event of a Subscriber Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Subscriber from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Subscriber further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

7.0 Professional Services.

7.1 Software Support. So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

7.2 Professional Services. In the event Subscriber requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Subscriber shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

7.3 Collection of Technical Data. Subscriber agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Subscriber's use of the Skyward Products, that is gathered periodically to monitor the health of Subscriber's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Subscriber related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Subscriber's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Subscriber's data.

7.4 Non-Solicitation. The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, during the term of this Agreement and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars (\$50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.

8.0 Interpretation and Construction.

8.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

8.2 Assignment. Neither party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

8.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

8.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

8.5 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 but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

8.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

8.7 Survival. The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.


8.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. 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 original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

(Signature Page Attached)

The undersigned, being duly authorized representatives of Skyward and Subscriber, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

By: 
6E27D2EBBC87495...
Name: Raymond Ackerlund
Title: President
Date: October 14, 2024

By: 
D19D867B2B2C469...
Name: Angela Durick
Title: CFO
Date: October 15, 2024

**SCHEDULE A
SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE
STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

- 1. Support and Maintenance.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein (the “Support Services”). Subscriber’s use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software as a Service Agreement between Skyward and Subscriber.
- 2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Subscriber’s offices are closed in observance of holidays observed by Skyward.
- 3. Support and IT Contacts.** Subscriber shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the “Support and IT Contacts”). Subscriber understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Subscriber includes both the Skyward Student Suite and the Skyward Business Suite, Subscriber may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Subscriber. Subscriber shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Subscriber further agrees to provide Skyward written notice of any changes to Subscriber’s authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

- 4. Exclusions.** The Support Services to be provided by Skyward to Subscriber hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.
- 5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward’s right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.
- 6. Limited Warranty.** Skyward warrants to Subscriber that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Subscriber notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- 7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO SUBSCRIBER OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD’S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.
- 8. Confidentiality.** All personally identifiable information and data relating to Subscriber’s students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

SCHEDULE B
SKYWARD® PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Skyward® Professional Services Standard Terms and Conditions (these “Standard Terms and Conditions”) shall apply to all Professional Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

1.0 Professional Services and Training.

1.1 Professional Services. Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Subscriber (the “Professional Services”). Skyward shall assign a project manager and Skyward and Subscriber shall agree on a training calendar and implementation schedule associated with Subscriber’s purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Subscriber contemplates the creation of object code, such object code shall be referred to herein as a “Deliverable.”

1.2 On-Site Training. The cost of all on-site training described in the Proposal is based on Subscriber having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

1.3 Web Enabled Training. The cost of all web enabled training described in the Proposal is based on Subscriber having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hours in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

1.4 Cancellation or Expiration. Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advance notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

2.0 Subscriber’s Responsibilities.

2.1 Subscriber’s Facilities. Subscriber will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Subscriber will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Subscriber computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Subscriber. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Subscriber is currently utilizing a network installed by a third party, Subscriber agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

2.2 Subscriber’s Obligations. Subscriber acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Subscriber as contemplated by the parties under this Agreement including, without limitation, those activities designated to Subscriber in Section 2.1 above (a “Subscriber Obligation”). Subscriber will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Subscriber’s failure or inability to perform a Subscriber Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Subscriber’s failure or inability to perform a Subscriber Obligation; (b) any delay due to Subscriber’s request for changes; (c) any delay due to a third party’s act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Subscriber’s action(s) or omission(s). No such delay will relieve or suspend Subscriber’s obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Subscriber will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Subscriber.

3.0 Fees and Payment. Subscriber shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Subscriber hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such services. Subscriber shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward’s then current business expense policy. Unless otherwise stated, Subscriber shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

4.0 Subscriber Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Skyward may receive education records from Subscriber only as an incident of the Professional Services that Skyward provides to Subscriber. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Skyward acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Subscriber any and all PII in Skyward's possession.

4.3 Health Insurance Portability and Accountability Act. In the event that Subscriber is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Skyward shall, at its sole cost and expense, defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party against Subscriber as a result of the release of PII or other confidential information of Subscriber to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. Subscriber may establish an open database connection ("ODBC") to Skyward's database for read access. In the event Subscriber wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Subscriber will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Subscriber's data, (d) Subscriber agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inserted, modified, or deleted by Subscriber through the API connection.

5.0 Proprietary Rights.

5.1 Rights of Skyward. Subject to Subscriber's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

5.2 Rights of Subscriber. Subject to these Standard Terms and Conditions, Skyward grants Subscriber a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Subscriber's internal use in conjunction with Subscriber's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Subscriber is authorized to use said Skyward Products.

5.3 Use Restrictions. Subscriber shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Subscriber shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Subscriber's attention, or which Subscriber reasonably suspects. Subscriber is solely responsible

for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

5.4 Subscriber Data. Subject to the terms and conditions of this Agreement, Subscriber grants Skyward and its contractors and agents a limited, non-transferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Subscriber to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Subscriber retains all right, title and interest in and to its data.

6.0 Limited Warranty and Limitation of Liability.

6.1 Limited Warranty. With respect to each Deliverable, Skyward warrants to Subscriber that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Subscriber, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Subscriber will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Subscriber the fees paid by Subscriber associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Subscriber's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6.2 Limitation of Liability. The liability of Skyward to Subscriber for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Subscriber to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SaaS HOSTING SERVICES AGREEMENT

This SaaS Hosting Services Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”), **Coeur d’Alene Charter Academy**, with offices at 4904 N Duncan Drive, Coeur d’Alene, ID 83815 (“Subscriber”), and **Integrated Systems Corporation**, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 (“Host”). Skyward, Subscriber and Host may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward and Subscriber have entered into that certain Skyward Software as a Service Agreement (the “SaaS Agreement”) whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber’s access and use of the Skyward Products through Skyward’s authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

TERMS AND CONDITIONS

1.0 Hosting Services.

1.1 Description of Hosting Services. Host shall provide Subscriber with remote access to a digital information processing, transmission and storage system on one or more servers located at Host’s facilities that will enable Subscriber to access the Skyward Products over the Internet. Subject to Subscriber’s compliance with the SaaS Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Subscriber, as described in this Section 1.1, shall be collectively referred to as the “Hosting Services.”

1.2 Use of Hosting Services. Subscriber may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber’s account credentials. Subscriber acknowledges and agrees that its use of the Hosted Services is subject to Subscriber’s compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber may not use the Hosting Services to providing hosting or time-sharing services to any third party or to provide any third party with access to the Skyward Products.

1.3 Obligations of Subscriber. Subscriber is solely responsible for information, data, and content of Subscriber placed on Host’s servers by Subscriber or Subscriber’s Authorized Users (as defined in the SaaS Agreement). Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber for loss of its information, data, and content placed on Host’s servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Subscriber warrants and represents that information, data, and content placed on Host’s servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethnically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host’s server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Subscriber shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

2.0 Fees and Payment. Subscriber shall pay the Subscription Fees (as defined in the SaaS Agreement) described in the Proposal (as defined in the SaaS Agreement), and other recurring fees and amounts due in association with the Hosting Services (collectively the “Fees”), during the term of this Agreement. Subscriber shall make payment of the Fees when due as provided in the Proposal or within thirty (30) days from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host’s net income) upon the Hosting Services, then Subscriber agrees to pay the amount specified.

3.0 Reservation of Title.

3.1 Host Property. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall

remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

3.2 Skyward Property. Subscriber and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

4.0 Subscriber Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive education records from Subscriber only as an incident of the Hosting Services. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Host agrees to promptly return to Subscriber any and all PII in Host's possession.

4.3 Health Insurance Portability and Accountability Act. The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Host and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Host shall, at its sole cost and expense, defend and hold harmless Subscriber and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber or Skyward as a result of the release of PII or other confidential information of Subscriber or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Subscriber and Skyward must give Host prompt written notice of such claim and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. Subscriber may utilize the Hosting Services to establish an open database connection ("ODBC") to Skyward's database for read access. In the event Subscriber wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Subscriber will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Subscriber's data, (d) Subscriber agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inserted, modified, or deleted by Subscriber through the API connection.

5.0 Security and Limited Warranty.

5.1 Server Security. Subscriber acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Subscriber arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or any employee or agent of Subscriber. Subscriber agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Subscriber caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber assumes all risk related to the processing of transactions related to electronic commerce.

5.2 Limited Warranty. Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, “Operational Hours” are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the “Normal User Hours” are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years’ Day, Martin Luther King, Jr. Birthday, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 Subscriber’s Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber’s sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber’s election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Subscriber, its employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Subscriber. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

5.4 Limitation of Liability. The liability of Skyward and Host to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward and Host shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands.

6.0 Term and Termination. The term of this Agreement shall run concurrent with the term of the SaaS Agreement. In the event the SaaS Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Subscriber’s rights and privileges under this Agreement, including but not limited to Subscriber’s rights to access and use the Hosting Services shall be immediately terminated.

7.0 Interpretation and Construction.

7.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

7.2 Assignment. No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host’s capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

7.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

7.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

7.5 Force Majeure. Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

7.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

7.7 Survival. Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

7.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. 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 original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

DocuSigned by:
Raymond H. Ackerlund
By: 6E27D2EBBC87495...
Name: Raymond Ackerlund
Title: President
Date: October 14, 2024

SUBSCRIBER:

DocuSigned by:
Angela Durick
By: D19D867B2B2C469...
Name: Angela Durick
Title: CFO
Date: October 15, 2024

HOST:

DocuSigned by:
Jeff Zillner
By: 5EB3A3A25751490...
Name: Jeff Zillner
Title: VP of Operations
Date: October 15, 2024



Qmlativ

Coeur d'Alene, ID

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Per Student Pricing - 3 Year Contract

Secure Cloud Computing Installation

The Qmlativ Student Management Core Package includes:
Student Management, Behavior Management, Family and Student Access, Graduation Requirements, Gradebook, Health Services, Professional Development Center, Student Interventions, and Test Score Import

School Management System Investment Summary

	<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees</i>	<i>Total</i>
Student Management Suite				
Estimated Installation: Beginning of Fiscal Year	\$ -	\$ 38,837.00	\$ 7,924.00	\$ 46,761.00
System Wide Services and Software	-	14,300.00	-	14,300.00
Total School Management System	\$ -	\$ 53,137.00	\$ 7,924.00	\$ 61,061.00

School Management System Investment - Including the Full 12-Month Recurring Fees * **\$ 61,061.00**

School Management System Investment - No Proration *\$ - \$ 53,137.00 \$ 7,924.00 \$ 61,061.00*

*** This Investment Summary reflects the recurring fees for a full 12-Month period.
 The actual billing will be reflective of the actual installation date.
 The customer recognizes and acknowledges that in subsequent years the Full 12-Month Recurring Fee will be billed.**



Pricing Detail

Student Management Suite

598 Students

		<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees ¹</i>	<i>Total</i>
Student Management Suite Software					
² Core Package	\$ 8.00 / student	\$ -	\$ -	\$ 4,784.00	\$ 4,784.00
<i>Student Management</i>					
<i>Behavior Management</i>					
<i>Family and Student Access</i>					
<i>Gradebook</i>					
<i>Graduation Requirements</i>					
<i>Health Services</i>					
³ Professional Development Center (Student Management Suite)					
<i>Student Interventions</i>					
<i>Test Score Import</i>					
Additional Functionality					
eSign - Electronic Signature	1 block	-	250.00	-	250.00
Fee Management	\$ 1.00 / student	-	-	598.00	598.00
New Student Enrollment	\$ 2.00 / student	-	-	1,196.00	1,196.00
⁴ Skylert Interface	\$ 0.25 / student	-	500.00	150.00	650.00
Support	\$ 2.00 / student	-	-	1,196.00	1,196.00
Student Management Suite Setup / Training					
Web Hours (140)		-	28,000.00	-	28,000.00
⁵ Student Management Suite Data Migrations					
<i>Converting Vendor: Homegrown SIS</i>					
⁶ Qmlativ Student Data Migration Bundle		\$ -	\$ 10,087.00	\$ -	\$ 10,087.00
<i>Demographics</i>					
⁷ <i>Transcript Grade History - High School</i>					
<i>Immunizations</i>					
<i>Scheduling - Grades 7-12</i>					
<i>State Reporting</i>					
Subtotal Student Management Suite		\$ -	\$ 38,837.00	\$ 7,924.00	\$ 46,761.00
⁸ Total Student Management Suite Solution					\$ 46,761.00

Pricing detail continued on following page



Pricing Detail, continued from previous page

System Wide Services and Software

598 Students

	<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees ¹</i>	<i>Total</i>
Installation				
⁹ Secure Cloud Computing Setup Assistance	\$ -	\$ 800.00	\$ -	\$ 800.00
SmartStart Implementation Service				
Consultative Services - Student	-	8,400.00	-	8,400.00
Project Management	-	5,610.00	-	5,100.00
¹⁰ Project Management Discount	-	(510.00)	-	-
Subtotal System Wide Services and Software	\$ -	\$ 14,300.00	\$ -	\$ 14,300.00
Total System Wide Services and Software				\$ 14,300.00

Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

Student Management Suite	598 Students	Annual Total
Silver Package		\$ 3,000.00 *

* This is a 36 month contract.

The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.

Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.

Implementation and Training

Implementation Schedule

Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management

This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training

Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

Customer Success After-Hours Support

Customer Success after-hours support is billed at \$200 per hour. This fee applies to all calls that are received outside of normal business hours.



Pricing Footnotes

- ¹ This is a 3-Year Contract with automatic renewal after the initial term. The contract will renew at the then-current rate.
- ² The rate per student for the recurring fee will remain unchanged as stated in the Pricing Detail section above through June 30, 2028 or August 31, 2028 as determined by your fiscal year and indicated on the Terms and Conditions. The initial count is based on the student count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet. The recurring fee can fluctuate for subsequent years based on obtaining enrollment information directly from each applicable state.
- ³ Skyward's Professional Development Center (PDC) is included in the core package. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.
- ⁴ Current SchoolMessenger customer. Customer will continue to pay SchoolMessenger for related notification services. If not a current SchoolMessenger customer, the district will need to contact Intrado at eduorderadmin@intrado.com to purchase the notification services.
- ⁵ The customer is solely responsible for having access to and obtaining all required data from their existing software system. The customer assumes responsibility for utilizing their internal resources (IT, Legal teams, etc.) to obtain said data in order to complete the purchased Data Migrations. Failure to obtain the required data will result in a change order form and require the customer to manually enter the data into Skyward.
- A full database backup is recommended. Normally a full backup will provide Skyward with all the information needed to decipher what each field represents in the data. At a minimum the district is required to provide ASCII Delimited files with data mapping that identifies what data is contained in each file and what each column of data represents. Pricing is based on all data coming from the same system. If data is held in multiple systems additional charges may occur.
- The customer is also responsible for completing required verification documents provided by Skyward for each migration. The verification involves specific scenarios to assist Programming and Quality Assurance to support the accuracy of the migrations.
- You will need to retrieve this data and provide verification multiple times during the data migration process. It is important you have this process solidified in order to accomplish these data retrievals and verification postings. A delay in delivery of the data will delay the migration and negatively affect the quality of the migration. This also has negative effects on the training of Skyward with your new users.
- Skyward does not offer field mapping for migrations.
- ⁶ This proposal includes the Skyward Data Migration Bundle. This data migration package is sold as a bundle. These migrations are nontransferable and nonrefundable.
- ⁷ The Grade History data migration is completed for the purpose of printing transcripts at the High School level only. Grades are only migrated for active students, including students graduating during the current school year. Grades are not migrated for previously graduated students. For those students, Skyward recommends printing the transcripts from the previous system and saving them as PDFs. Migrating historical graduates is generally not recommended and may incur additional charges. The Grade History data migration only includes up to 5 years of data.
- ⁸ Any applicable third-party product licenses may be subject to an annual increase.
- Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications. Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.
- ⁹ **Secure Cloud Computing (SCC) Setup Assistance**
Installation/Setup Services
Assistance with 3rd Party Integration Setup
- ¹⁰ This proposal includes a Project Management discount. This discount applies when purchasing a core product. Future sub module purchases will include standard Project Management fees.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.

Cancellation of Training. Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).

The training for **Gradebook** is based on a 'Train the Trainer' approach. Skyward trainers will provide in-depth training to a select group of staff members designated for training remaining customer staff on this software module.



Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.

You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Annual Recurring Support Fee

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter

Annual Recurring Software Fees

- Product updates throughout the year
- State and Federal required reports
- Live Chat Support

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
The License Agreement page must be executed by both Skyward and an authorized representative to be valid.



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. Professional Services

a. Installation and Training Services

If Core Sale: Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.

All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

b. Project Management / Consultative Services

Payment due upon execution of License Agreement, Terms and Conditions or acceptance of proposal.

All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

c. Data Migration Fees

If Core Sale: Payment for all data migration services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Data used for the data migration must come from one system.

d. Custom Programming / Programming Condition(s) of Sale

Billed upon completion.

3. Skyward Full 12-Month Recurring Fees

If Core Sale: Skyward 12-Month Recurring Fees will be prorated from date of installation of software onto Customer's system or access to Skyward data through hosting services, through June 30th or August 31st as designated within the signature section.

If Non-Core Sale: Skyward 12-Month Recurring Fees will be prorated from the first day of training through June 30th or August 31st as designated within the signature section.

Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

4. Third Party Software, Hardware and Related Services

Payment due upon delivery of product and / or services.

5. Third Party 12-Month Recurring Fees

Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.

6. Scheduling of Installation

Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.

7. Taxes

If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: _____

Customer Signature

Printed Name

Date