SKYWARD® SOFTWARE LICENSE AGREEMENT

This Skyward® Software License 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 **Emmett ISD #221**, with offices at 119 N Wardwell, Emmett, ID 83617 ("Licensee"). Skyward and Licensee 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: installation and 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 Licensee desire to enter into this Agreement to establish the terms and conditions under which Skyward will license certain Skyward Products to Licensee and provide certain Skyward Services to Licensee in association therewith.

TERMS AND CONDITIONS

1.0 Limited License.

1.1 Grant of Limited License. Subject to the terms and conditions of this Agreement, Skyward hereby grants to Licensee a nonexclusive, non-transferable, non-sublicensable, non-perpetual limited right and license to the Skyward Products identified in the proposal signed by Skyward and Licensee, 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"). Licensee may only use the Skyward Products (i) in object code form on one or more processing units owned or leased by Licensee and located at Licensee's premises, or otherwise embedded in equipment provided by Skyward; or (ii) through Skyward's authorized third party host pursuant to a Hosting Services Agreement executed by Licensee simultaneous with this Agreement, or subsequently entered into by Skyward and Licensee. Licensee may use the Skyward Products and Materials solely for its own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Licensee 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, Licensee 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 Licensee 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 Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Licensee are for informational purposes only and it is the sole responsibility of Licensee to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Licensee further acknowledges that any such information or proposals provided by Skyward were based on information provided by Licensee and that Skyward did not perform an independent technology analysis, unless requested by Licensee to do so. In the event Skyward provides any third party products or services to Licensee under the terms of this Agreement, Licensee 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. Licensee shall pay the fees for the Skyward Products and Skyward Services identified in the Proposal (the "Initial Fees"). In addition, Licensee shall pay the annual license fees, yearly subscription fees, hosting fees, and other recurring fees identified in the Proposal (the "Annual Fees"). In addition, Licensee shall pay all other amounts due in association with the Skyward Products and Skyward Services during the term of this Agreement.

2.2 Payment. Licensee shall make payment of the Initial Fees when due as provided in the Proposal. Licensee shall make payment of the Annual Fees and any other amounts due within thirty (30) 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 Licensee agrees to pay the amount specified and Licensee 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. Licensee 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. Licensee 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 Licensee's Responsibilities. Licensee shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Licensee shall devote its best efforts to ensure that all Licensee'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 Licensee's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Licensee hereunder shall remain in full force and effect for so long as Licensee continues to control, possess, or use the Skyward Products and Materials. Licensee shall promptly notify Skyward and return the Skyward Products and Materials, and any permitted back-up copies thereof upon the termination of this Agreement or the limited license granted herein for any reason, or the abandonment or other termination of Licensee's control, possession or use of the Skyward Products and Materials.

3.3 Reproductions, Filming and Back-Up Copies.

3.3.1 Reproduction of Materials. Licensee may reproduce the Materials for authorized use by personnel of Licensee as required to operate the Skyward Products, provided that Licensee 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. Licensee 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, Licensee agrees that Licensee, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Licensee 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.

3.3.3 Back-Up Copies. Licensee may make copies of the Skyward Products and Materials for back-up use only. Such back-up copies are for use by the Licensee only and the sole purpose and intent of such back-up copies are to allow the Licensee to have a back-up of the Skyward Products and Materials licensed to Licensee by Skyward. All copies made for back-up purposes in accordance with this Section must be labeled as such and must contain all Skyward notices of ownership and proprietary rights thereto.

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 Licensee, Skyward may audit Licensee's database and/or computing devices to determine Licensee's compliance with this Agreement and payment of all applicable license fees due Skyward, if any, for the Skyward Products. If such audit reveals that Licensee knowingly underpaid the license fees due Skyward under the terms of this Agreement, then Licensee shall promptly pay to Skyward any such unpaid amounts.

4.0 Indemnification and Source Code Escrow.

4.1 Ownership. Skyward warrants and represents that it has full right, power and authority to license the Skyward Products and Materials to Licensee subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Licensee harmless from any and all claims, liabilities, or actions brought by any third party against Licensee for infringement of Licensee'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 5.2 below, at Skyward sole expense, Skyward shall defend and hold harmless Licensee 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, Licensee 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 Licensee's ability to exercise the rights granted in this Agreement, unless Licensee consents thereto.

4.3   Remedy.   Licensee 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, Licensee shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Licensee 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.

4.4   Source Code Escrow.   If requested by Licensee, Skyward will add Licensee as a beneficiary of Skyward's escrow services agreement with Iron Mountain Intellectual Property Management, Inc., at Licensee's sole expense.   The beneficiary enrollment form for Licensee will contain the following release conditions: (a) if Skyward discontinues support for the then current version of the Skyward Products; (b) if Skyward executes an assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; or (c) upon the occurrence of any other release condition specified in the escrow agreement between Skyward and Iron Mountain Intellectual Property Management, Inc.   In the event the source code is released to Licensee, such source code shall continue to be subject to the terms, conditions, and restrictions contained in this Agreement and Licensee's rights to use such source code shall be the same as Licensee's rights to use the Skyward Products under the terms of this Agreement.

5.0   Limited Warranty and Limitation of Liability.

5.1   Limited Warranty.   Skyward warrants to Licensee that the Skyward Products, when used in accordance with the user documentation furnished by Skyward, will be free of defects in materials and workmanship and will perform, in all material respects, substantially in accordance with Skyward's current published specifications.   Except for the foregoing, no warranties, express or implied, are provided by Skyward.   This limited warranty extends only to Licensee as the original licensee.   Licensee's sole and exclusive remedy and the entire liability of Skyward under this limited warranty will be, at Skyward's option, repair or replacement of the Skyward Products.   In no event does Skyward warrant that the Skyward Products will be error free or that Licensee will be able to operate the Skyward Products without temporary problems or interruptions.   This limited warranty does not apply if Licensee has failed to pay the Initial Fees and Annual Fees due under the terms of this Agreement or if the Skyward Product: (i) is in the form of a back-up copy created by Licensee in accordance with the terms of this Agreement, (ii) has been altered in any way, except by Skyward, (iii) has not be installed, operated, repaired, or maintained in accordance with instructions and specifications supplied by Skyward, or (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.   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.

5.2   Limitation of Liability.   The liability of Skyward to Licensee 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 Licensee 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 Licensee by any other party unless Licensee has properly notified Skyward as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands.   The Licensee further agrees that unless Licensee has purchased disaster recovery services from Skyward, Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inputted by Licensee.

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 until terminated as provided herein.

6.2   Termination by Licensee.

6.2.1   Voluntary Termination.   Licensee may terminate this Agreement by providing Skyward with not less than one hundred twenty (120) days advance written notice.   Provided however, Licensee acknowledges that all Annual Fees are non-refundable and will not be prorated or refunded to Licensee in the event Licensee terminates this Agreement under this Section 6.2.1.

6.2.2   Termination Upon Skyward Default.   Licensee may terminate this Agreement 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 Licensee.

6.2.3   Termination Upon Non-Appropriation.   Skyward acknowledges that this Agreement is a commitment of Licensee's current revenues and that payment obligations of Licensee 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 Licensee's governing board, then this Agreement may be terminated by Licensee at the end of the fiscal period for which funds are appropriated and allocated. Licensee 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 an "Licensee 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) Licensee fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay the Annual Fees or any other amounts when due 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 Licensee 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, Skyward shall have no further obligation to provide Licensee with upgrades, patches, new releases, or any other Skyward Services with respect to the Skyward Products for which payment has not been made.

6.5 Injunctive Relief. In the event of a Licensee 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 Licensee 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. Licensee 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 Licensee continues to pay the Annual Fees, Skyward will provide Licensee 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 Licensee 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 Licensee 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. Licensee agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Licensee's use of the Skyward Products, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Licensee 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 Licensee's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Licensee'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, beginning on the Effective Date 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, sublicense, sell, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without Skyward's prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of the 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 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.
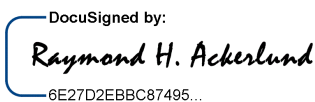
8.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three 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.

The undersigned, being duly authorized representatives of Skyward and Licensee, 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: February 12, 2025

LICENSEE:

DocuSigned by:

Craig Woods

By: ___5049B915F6C8432..._____

Name: Craig Woods

Title: Superintendent

Date: February 13, 2025

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 Licensee. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

1. Support and Maintenance. So long as Licensee continues to pay the Annual Fees, Skyward will: (i) provide Licensee with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein; and (ii) provide Licensee with all updates and new releases generally available to its licensees who have purchased the Skyward Products and have paid the Annual Fees (the "Support Services"). Licensee's use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software License Agreement between Skyward and Licensee.

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. Licensee's offices are closed in observance of holidays observed by Skyward.

3. Support and IT Contacts. Licensee shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the "Support and IT Contacts"). Licensee 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 Licensee includes both the Skyward Student Suite and the Skyward Business Suite, Licensee 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 Licensee. Licensee shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Licensee further agrees to provide Skyward written notice of any changes to Licensee'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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 LICENSEE 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 LICENSEE TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

8. Confidentiality. All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee 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 Licensee. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software License 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 Licensee (the "Professional Services"). Skyward shall assign a project manager and Skyward and Licensee shall agree on a training calendar and implementation schedule associated with Licensee's purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Licensee 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 Licensee having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee 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 Licensee 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) hour 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 Licensee 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 Licensee's Responsibilities.

2.1 Licensee's Facilities. Licensee 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. Licensee will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Licensee computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Licensee. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Licensee is currently utilizing a network installed by a third party, Licensee agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

2.2 Licensee's Obligations. Licensee acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Licensee as contemplated by the parties under this Agreement including, without limitation, those activities designated to Licensee in Section 2.1 above (a "Licensee Obligation"). Licensee 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, Licensee's failure or inability to perform a Licensee 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 Licensee's failure or inability to perform a Licensee Obligation; (b) any delay due to Licensee'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 Licensee's action(s) or omission(s). No such delay will relieve or suspend Licensee's obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Licensee will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Licensee.

3.0 Fees and Payment. Licensee shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Licensee 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. Licensee 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, Licensee 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 Licensee Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee 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 Licensee only as an incident of the Professional Services that Skyward provides to Licensee. In the event Licensee 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 Licensee's policies and procedures. Skyward acknowledges that PII is the confidential information of Licensee 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 Licensee any and all PII in Skyward's possession.

4.3   Health Insurance Portability and Accountability Act.   In the event that Licensee 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 Licensee 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 Licensee from and against any and all claims, actions, and liabilities brought by any third party against Licensee as a result of the release of PII or other confidential information of Licensee to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Licensee 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.   Licensee may establish an open database connection ("ODBC") to Skyward's database for read access. In the event Licensee wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Licensee will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Licensee will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Licensee agrees to hold Skyward harmless from any liability relating to Licensee's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Licensee 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 Licensee's data, (d) Licensee agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Licensee shall not allow any third party vendors, suppliers, or other individuals or entities associated with Licensee 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 Licensee further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inserted, modified, or deleted by Licensee through the API connection.

5.0   Proprietary Rights.

5.1   Rights of Skyward.   Subject to Licensee'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 Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

5.2   Rights of Licensee.   Subject to these Standard Terms and Conditions, Skyward grants Licensee 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 Licensee's internal use in conjunction with Licensee's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Licensee is authorized to use said Skyward Products.

5.3   Use Restrictions.   Licensee 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. Licensee shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Licensee's attention, or which Licensee reasonably suspects. Licensee 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   Licensee Data. Subject to the terms and conditions of this Agreement, Licensee 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 Licensee 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, Licensee 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 Licensee that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Licensee, 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, Licensee 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 Licensee the fees paid by Licensee 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 Licensee'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 Licensee 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 Licensee 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.

SOFTWARE HOSTING SERVICES AGREEMENT

This Software Hosting Services Agreement (this "**Agreement**") is made and entered into by and between Integrated Systems Corporation, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("**Host**") and Emmett ISD #221, with offices at 119 N Wardwell, Emmett, ID 83617 ("**Licensee**"). Host and Licensee may be collectively referred to herein as the "**parties**" or individually as a "**party**" to this Agreement.

RECITALS

A. Skyward, Inc., a Wisconsin corporation ("**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 Licensee have entered into that certain Skyward Software License Agreement (the "**License Agreement**") whereby Skyward granted Licensee a limited license to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Licensee entering into this Agreement to provide for the terms and conditions of Licensee'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. Hosting Services.

    (a) Description of Hosting Services. Host shall provide Licensee 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 Licensee to access the Skyward Products over the Internet. Subject to Licensee's compliance with the License 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 Licensee, as described in this Section 1(a), shall be collectively referred to as the "**Hosting Services**."

    (b) Use of Hosting Services. Licensee may access and use the Hosting Services only to the extent of authorizations acquired by Licensee from Skyward or Host. Licensee is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Licensee's account credentials. Licensee acknowledges and agrees that its use of the Hosted Services is subject to Licensee's compliance with the terms and conditions of the License Agreement, this Agreement, and any prohibited use policies of Host. Licensee may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

    (c) Obligations of Licensee. Licensee is solely responsible for information, data, and content of Licensee placed on Host's servers by Licensee. Unless caused by their negligence or willful misconduct, Host shall not be liable to Licensee 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. Licensee warrants and represents that information, data, and content placed on Host's servers as a result of the Hosting Services: (i) is not offensive, defamatory, or obscene; (ii) is not racially, ethically or otherwise objectionable; (iii) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (iv) 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 Licensee 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 below.

2. Fees and Payment. Licensee shall pay the Annual Fees (as defined in the License Agreement) described in the Proposal (as defined in the License Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "**Fees**"), during the term of this Agreement. Licensee shall make payment of the Fees when due as provided in the Proposal or within thirty (30) 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 Licensee agrees to pay the amount specified.

3. Reservation of Title.

    (a) 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.

(b) Skyward Property. Licensee 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. Licensee 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. Licensee Data. All personally identifiable information and data relating to Licensee's students and/or employees provided to Host by Licensee in conjunction with the Hosting Services, shall be subject to the terms and conditions of the Data Privacy Addendum attached hereto and incorporated herein by reference.

5. Security and Limited Warranty.

(a) Server Security. Licensee 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 Licensee 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 Licensee or any employee or agent of Licensee. Licensee 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. Licensee 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, Host shall not be liable for any damages to Licensee caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Host. Licensee assumes all risk related to the processing of transactions related to electronic commerce.

(b) 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.

(c) Licensee's Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Licensee's sole and exclusive remedy shall be: (i) in the case of Hosting Services, refund or credit, at Licensee's election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (ii) 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: (A) negligence or other conduct of Licensee, its employees or agents, including a failure or malfunction resulting from applications or services provided by Licensee; (B) failure or malfunction of any equipment or services not provided by Host; (C) circumstances beyond the control of Host; or (D) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Licensee. 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.

(d) Limitation of Liability. The liability of Host to Licensee 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 Licensee to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL 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 HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Host shall not be held liable for any claims or

demands brought against Licensee by any other party unless Licensee has properly notified Host as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands.

6.   Term and Termination. The term of this Agreement shall run concurrent with the term of the License Agreement. In the event the License 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 Licensee's rights and privileges under this Agreement, including but not limited to Licensee's rights to access and use the Hosting Services shall be immediately terminated.

7.   Interpretation and Construction.

(a)   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.

(b)   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 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

(c)   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.

(d)   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.

(e)   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: (i) gives the other party prompt notice of such cause, and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

(f)   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 (i) when personally delivered, (ii) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (iii) 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.

(g)   Survival. Any provisions of this Agreement, including but not limited to Section 3, 5, this Section, and any other provisions 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.

(h)   Third Party Beneficiary. The parties acknowledge and agree that Skyward shall be an express third-party beneficiary of this Agreement entitled to enforce the provisions hereof as if a party hereto, provided that Skyward shall not have any duties under this Agreement or any liabilities arising therefrom.

(i)   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 hand written 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.

HOST:
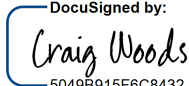
DocuSigned by:

By: _____
5EB3A3A25751490...

Name: Jeff Zillner

Title: VP of Operations

Date: February 12, 2025

LICENSEE:

DocuSigned by:

By: _____
5049B915F6C8432...

Name: Craig Woods

Title: Superintendent

Date: February 13, 2025

DATA PRIVACY ADDENDUM

This Data Privacy Addendum (this "**Addendum**") is hereby made a part of that certain Software Hosting Services Agreement between the parties (the "**Agreement**") and shall govern the transmission, use, storage, and disposal of all Personal Data (as defined herein) between the parties. All capitalized terms not otherwise defined in this Addendum shall have the meaning assigned to them in the Agreement.

1. Definitions.

   (a) "**Data Subjects**" means Licensee's students and/or employees who have their Personal Data inputted into the Skyward Products or otherwise provided to Host pursuant to the terms and conditions of the Agreement.

   (b) "**De-Identified Data**" means data or information that has been anonymized, de-identified, and any Personal Data has been removed or obscured, or represents anonymous usage data regarding use of the Skyward Products.

   (c) "**End Users**" means the Data Subjects, the parents or legal guardians of Data Subjects, or Licensee's employees who have access to Personal Data through the use of the Skyward Products.

   (d) "**Personal Data**" means all: personal identifiers such as name, address, phone number, date of birth, social security number, and student, personnel, or other identification number; "personally identifiable information" and student "education records" as those terms are defined in the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("**FERPA**") or applicable state law; "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("**COPPA**"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("**PPRA**"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("**IDEA**"); and "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("**HIPAA**").

   (e) "**Process**," **Processing**" or "**Processed**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

   (f) "**Security Incident**" means actual (i) loss or theft of Personal Data; or (ii) unauthorized use, disclosure, acquisition, alteration, transmission or acquisition of Personal Data.

   (g) "**Sub-Processor**" means a party other than Host or Licensee, who Host has contracted with to Process Personal Data, with Licensee's prior written consent.

2. Processing of Personal Data.

   (a) Purpose Limitation. Host will only Process Personal Data on behalf of and in accordance with this Agreement or Licensee's written instructions. Host will not use Personal Data for any other purpose other than as explicitly specified in this Agreement, as otherwise requested by Licensee or as required by law or a court of competent jurisdiction. Host will treat Personal Data as confidential information and impose confidentiality obligations on all Host personnel who Process Personal Data. If any applicable law requires Host to conduct Processing that is or could be construed as inconsistent with Licensee's instructions, Host will notify Licensee hereof promptly, unless this notification is prohibited by law.

   (b) Data Ownership and License. Licensee is the owner of all Personal Data and Host will have no ownership rights or interest in such Personal Data. Notwithstanding the foregoing, Licensee grants Host and its Sub-Processors (if any) a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of the Agreement to Process, use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any Personal Data provided by Licensee to Host or its Sub-Processors (if any) in connection with the performance of its obligations under the Agreement, or as otherwise directed by Licensee.

   (c) Collection of Technical Data. Licensee agrees that Host may collect and use De-Identified Data and other technical data and related information, including but not limited to technical information about Licensee or its End Users' use of the Hosting Services, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Hosting Services, product support, and other services to Licensee related to the Hosting Services or Host's business. Host may use this information to operate, provide, improve and develop the Hosting Services its technologies and business operations, and for such other purposes described in the Agreement. Provided however, Host agrees that such data shall not include any Personal Data.

   (d) Advertising Prohibition. Host will not use or sell any Personal Data to (i) market or advertise to Licensee's End Users; (ii) inform, influence, or enable marketing, advertising, or other commercial efforts by Host or any third party; or (iii) develop a profile of a Data Subject, for any commercial purpose other than performing its obligations under this Agreement.

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3.   Access to Data.

(a)   End User Access. Licensee shall establish reasonable procedures by which its End Users of the Skyward Products may view Personal Data, make requests related to corrections of Personal Data, and transfer Personal Data. In the event Host receives any requests from Licensee's End Users to view any Personal Data, make any corrections to Personal Data, or transfer Personal Data, Host will refer such End User requests to Licensee.

(b)   Third Party Requests. Unless prohibited by applicable law, Host will promptly notify Licensee of any (i) request for access to any Personal Data from any regulatory body, governmental official or other third party; (ii) warrant or subpoena; or (iii) other request received by Host regarding any Personal Data. Host will reasonably cooperate with Licensee regarding any such third party requests.

(c)   Rights of Data Subjects. Host will assist Licensee as requested with responding to Data Subjects' requests to exercise their rights under applicable data protection laws and regulations, which may include, without limitation, rights of access, correction, amendment, blocking and deletion. Host will notify Licensee promptly if it receives any such request or claim from a Data Subject relating to Personal Data or Host's Processing thereof.

4.   Compliance with Applicable Laws. Host will comply with all applicable federal, state and local laws with respect to the use and disclosure of Personal Data, including but not limited to the laws of any jurisdiction from which the Personal Data originates.

(a)   Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA from Licensee only as an incident of Host's performance of its obligations under the Agreement. In the event Licensee provides Host with Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA, Host shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures.

(b)   Health Insurance Portability and Accountability Act. In the event that Host receives any Personal Data that constitutes "protected health information" as that term is defined by HIPAA, in addition to the terms and conditions of this Addendum, Host and Licensee may enter into a HIPAA Business Associate Agreement acceptable to both parties, providing for the protection of such personal health information as required by HIPAA.

5.   Transfer of Data.

(a)   United States. Host will not store or transfer Personal Data outside of the United States without the prior express written consent of Licensee, establishing a legal basis for such transfer and taking such steps as Licensee may require to ensure that the transfer meets the requirements of applicable law. If Host discovers or reasonably believes that any Personal Data has been or is being Processed in jurisdictions other than the United States, Host will provide prompt notice to Licensee.

(b)   Sub-Processors. Host will not subcontract any of its rights or obligations under the Agreement without the prior express written consent of Licensee. In the event Host, with the consent of Licensee, subcontracts its obligations under the Agreement, it will do so only by way of a written agreement with its Sub-Processor that imposes the same privacy and security obligations, as well as confidentiality obligations on the Sub-Processor as are contained in this Addendum. Notwithstanding the foregoing, Host shall have no obligation to enter into any such agreements and shall not be responsible for any third parties to which Licensee or its End Users transmit Personal Data without Host's express prior written consent.

(c)   Secured Transmissions. Host and Licensee each agree to maintain security protocols that meet industry standards in the transfer or transmission of any Personal Data.

6.   Security.

(a)   Security Program. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Host will maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably maintain the security and confidentiality of all Personal Data. Host shall, upon reasonable request from Licensee, provide Licensee with a written summary of the procedures its uses to maintain the privacy, security, and confidentiality of Personal Data.

(b)   Security Measures. Host will take appropriate and commercially reasonable measures, including without limitation, administrative, physical, technical (including electronic), and procedural safeguards. Host will ensure that Personal Data is only available to Host personnel who have a legitimate business need to access the Personal Data, who are bound by legally enforceable confidentiality obligations, who have received training on applicable data protection policies and procedures, and who will only process the Personal Data to perform the Hosting Services.

(c)   Security Incident Response. Host and Licensee will each promptly and without undue delay, notify the other party of any Security Incident of which they become aware. The notice will summarize in reasonable detail (i) the nature of the Security

Incident; (ii) whether Personal Data has been lost, stolen or compromised, if known; (iii) the party's appraisal of the consequences of the Security Incident; (iv) the cause of the Security Incident, if known; (v) any corrective action taken or to be taken by Licensee or Host; and (vi) any internal point(s) of contact responsible for managing or responding to the Security Incident. Host and Licensee will promptly take all necessary and advisable corrective actions and will cooperate fully with the other party in all reasonable and lawful efforts to prevent, mitigate, or rectify such Security Incident.

(d) <u>Security Incident Notification</u>. The parties will consult with one another on the content of any mandated communications in association with a Security Incident. Except for mandated communications, the content of any external filings, communications, notices, press releases or reports to be issued related to any Security Incident must be promptly reviewed and approved by both Licensee and Host prior to any publication or communication, and such approval shall not be unreasonably withheld, conditioned or delayed. In the event of a Security Incident, if Licensee or Host determines that such Security Incident must be disclosed or reported to a third party, including individuals or governmental authorities, Host will reasonably cooperate with Licensee in fulfilling Licensee's reporting and disclosure obligations.

7. <u>Reimbursement of Information Disclosure Costs</u>.

(a) <u>Reimbursement</u>. Subject to the limitations of liability described in this Addendum and the Agreement, Host will reimburse Licensee for all uninsured direct out of pocket and commercially reasonable costs it incurs in providing notifications and credit monitoring services to individuals, each as and to the extent required by applicable law (collectively the "**Information Disclosure Costs**"), arising from a Security Incident, to the extent such Security Incident was directly caused by the negligence or willful misconduct of Host; provided however, Host shall not be responsible for any such Information Disclosure Costs unless Licensee has promptly notified Host of any Security Incident resulting in possible Information Disclosure Costs and Licensee has used its best efforts to minimize such breach or disclosure and the Information Disclosure Costs associated therewith, as required by Section 6 above.

(b) <u>Limitations</u>. Notwithstanding anything contained herein to the contrary, Host will not be liable for, and shall have no obligation to reimburse Licensee for its Information Disclosure Costs to the extent the Security Incident was caused (i) in whole or in part by the negligence or willful misconduct of Licensee or its employees, agents or End Users; (ii) by Licensee's failure to operate the Hosting Services in compliance Host's recommended policies and procedures; or (iii) by Licensee's failure to comply with applicable law and follow industry standard security protocols with respect to Licensee's use of the Hosting Services and/or protection of Personal Data.

8. <u>Personal Data Retention, Return and Deletion</u>. Host will not retain Personal Data any longer than is reasonable necessary to accomplish the intended purposes for which the Personal Data was provided to Host pursuant to the Agreement and to comply with law and enforce its contractual rights. When Personal Data is no longer necessary for the purposes set forth in the Agreement or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Licensee requests in writing, Host will (a) provide Licensee, in an industry standard format selected by Host, a copy of all or, if specified by Licensee, any part of the Personal Data; and (b) destroy all, or if specified by Licensee, any part of the Personal Data in Host's possession in a manner in accordance with applicable law, for example in the case of protected health information, using a secure overwrite utility that will overwrite the Personal Data with random information rendering the Personal Data unrecoverable, or in the case of protected health information stored on paper, CD, DVD, Blu-ray and magneto-optical devices, destroying it by pulverizing, cross-cut shredding, pulping or burning. Host will provide a certification of destruction if requested. In the event applicable law does not permit Host to comply with the delivery or destruction of the Personal Data as provided in this section, Host warrants that it will ensure the confidentiality of the Personal Data and that it will not use or disclose any Personal Data at or after the termination or expiration of the Agreement, except as required by law or to protect its valid interests. Notwithstanding the foregoing, the duty of Host to delete Personal Data pursuant to this section shall not extend to any De-Identified Data or Personal Data that was placed in emails or other medium by Licensee or its employees, agents or End Users and was not properly de-identified prior to transmission to Host.

Emmett ISD #221
Emmett, ID
Migration Proposal
Plan # 25-0178hl
February 10, 2025

SKYWARD®   **Qmlativ™**

Qmlativ Transition Plan

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.

Traditional Pricing - 3 Year Locked Rate

Currently Hosted at ISCorp

This district will be migrating their current product licenses to the Skyward Qmlativ product licenses.
Project Management will work with your district to determine a go live date.
This plan covers the transition to our Qmlativ solution.

[1] **Qmlativ Transition Plan** **2,583 Students**

	Initial Investment	Services	Full 12-Month Recurring Fees	Total
School Business Suite				
[2] Qmlativ Migration Service - Standard	$ -	$ 12,579.00	$ -	$ 12,579.00
Includes: Project Management, Data Migration Services,				
Training Resources via the Professional Development Center,				
access to the monthly QA Sessions, and conversion of existing eSignatures				
Installation				
[3] Secure Cloud SMS 2.0 to Secure Cloud Qmlativ Migration and Setup	-	800.00	-	800.00
Subtotal Qmlativ Transition Plan	$ -	$ 13,379.00	$ -	$ 13,379.00
[4,5] **Total**				**$ 13,379.00**

If Emmett ISD #221 successfully migrates the School Business Suite to Qmlativ prior to 11/30/2025, they will receive a 20% credit on the **PR-25**
Qmlativ migration service fees ($2,516), for a total Qmlativ Transition Plan of $10,863.
This discount only applies to the Qmlativ migration service fees and is not applied to the installation fees.

The Qmlativ Business Suite Core Package includes:
Finance, Employee Access, Import Deduction/Benefit Third Party Data, Payroll, Position Management (was Employee Management) *,*
Professional Development Center, Staff Planning (was Salary Negotiations) *, Substitute Tracking and Time Off*

	Fiscal Year 2025 SMS 2.0 Recurring Fees		Estimated Future Qmlativ Recurring Fees	
[6,7] School Business Suite Core Package	$ 7,750.00	/ year	$ 17,347.00	/ year
Employee Access *(part of Qmlativ core)*	3,125.00	/ year		
Import Deduction/Benefit Third Party Data *(part of Qmlativ core)*	750.00	/ year		
Payroll *(part of Qmlativ core)*	3,223.00	/ year		
Position Management *(part of Qmlativ core)*	2,016.00	/ year		
Import Timesheet Third Party Data *(was Time Card Import Interface)*	545.00	/ year	566.00	/ year
Total	$ 17,409.00	/ year	$ 17,913.00	/ year

The customer recognizes and acknowledges the recurring fees presented above, both SMS 2.0 and Qmlativ, will be prorated accordingly
based on Go-Live date of the Qmlativ Migration through the end of that current fiscal year.
The following fiscal year, Qmlativ Recurring Fees will be billed based on your contract term.
SMS 2.0 Recurring Fees will no longer be invoiced after the migration is completed.
Skyward reserves the right to revise the Future Qmlativ Recurring Fees that were originally presented on the migration proposal
if the customer does not migrate to Qmlativ until a full fiscal year after the migration was initially scheduled.

Secure Cloud Computing Services

This district currently hosts their School Business database at ISCorp.

ISCorp billing for the Qmlativ database will begin upon installation.
ISCorp will offer a 50% discount off of the Qmlativ hosting fees during the implementation process (installation through go-live).
Upon go-live, ISCorp will begin charging full hosting fees for the Qmlativ database.
If the customer is currently hosted at ISCorp for SMS 2.0, they will continue to pay full SMS 2.0 hosting fees through the implementation process.
The hosting fees for SMS 2.0 would end upon Qmlativ go-live.

Implementation and Training

Implementation Schedule
Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule
will result in delays and additional costs. If a postponement occurs within 45 business days of the scheduled go-live date, a fee equivalent to 50% of the
Qmlativ Migration Service cost will be applied. For postponements between 46-90 business days before the go-live date, a fee of 25% will be applied.
These fees are based on pricing from the accepted proposal. 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 Qmlativ Migrations 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
To assist with the transition the district will have access to the monthly QA sessions as well as the Professional Development Center.

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 proposal will migrate your district to the Skyward Qmlativ product licenses. The standard increase will be applied annually to all Skyward recurring fees.*

[2] *The Qmlativ Migration Service includes Project Management, Data Migration Services, Training Resources via the Professional Development Center, access to the monthly QA sessions, and conversion of existing eSignatures.*

[3] ***Secure Cloud Computing (SCC) Setup Assistance***
Installation/Setup Services
Assistance with 3rd Party Integration Setup

[4] *As part of the SMS 2.0 to Qmlativ Migration, a conversion utility will be available to convert essential data from the SMS 2.0 database to the Qmlativ Database.*
- *As long as there is an equivalent placeholder to store the data in Qmlativ, current data, historical data (with limitations), and attachments will be migrated from SMS 2.0 to Qmlativ.*
- *If there is data in SMS 2.0, but there is not an equivalent area to store that data in Qmlativ, then that data will not be converted.*
- *Any current data that is in a work in progress status, will not be converted. This includes transactions such as unapproved Time Off Requests, unsubmitted Requisitions, etc.*
- *Setup/Configuration Data must be reconfigured in Qmlativ.*
- *During the migration process, Skyward makes every effort to quality check data that is migrated from SMS 2.0 to Qmlativ, however the school district must be responsible for data verification. Final verification for accuracy of data resides on the school District.*

For the Skyward Business Suite, data included in the migration:
- *Accounting/Payroll History will be limited to the last 10 years of activity*
- *Assets*
- *Employee Demographic Data*
- *Purchase Order/AP Invoice History*
- *Payroll Checking History*
- *Accounting Activity*
- *Positions and Assignments*
- *State Reporting Requirements*
- *Substitute Tracking*
- *Time Off*
- *True Time History*
- *Warehouse Items only*

Notable exceptions for the Skyward Business Suite include:
- *Warehouse history*
- *Time Tracking Current Setup*
- *Saved Reports will not be migrated*

Subsystems that are not included in the migration:
- *Applicant Tracking*
- *Benefit Management*
- *Salary Negotiations*
- *Security Groups*

[5] *All districts will be required to sign a License Agreement.*

[6] *The Qmlativ Business Suite Core Package includes Finance, Employee Access, Import Deduction/Benefit Third Party Data, Staff Planning (was Salary Negotiations), Payroll, Position Management (was Employee Management), Professional Development Center, Substitute Tracking and Time Off. These products will be licensed and sold as a package. The recurring fees for the Qmlativ Business Suite Core Package will be billed as outlined in the pricing section above.*

[7] *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.*

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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

Recurring Fee Information

Your Recurring Fees Include:
- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

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.

Emmett ISD #221
Emmett, ID
Migration Proposal
Plan # 25-0178hl
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TERMS AND CONDITIONS

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

Payment Terms:

1. **Skyward Qmlativ Migration Services & Installation (includes: Training, Data Migration, Web Server Install or SCC Setup Assistance & Project Management):** 100% Billed upon access to the Qmlativ Training Database; Payment due upon Go-Live Date (determined by customer and the Project Manager). Services are non-refundable.

2. **On-Premises Database Support Fee / Managed Services Recurring Fee:** Billed upon access to the Qmlativ Training Database; Payment due at that time. Skyward 12-Month Recurring Fees will be prorated from date of access to the Qmlativ Training Database through June 30th or August 31st as designated within the signature section below. The recurring fees will auto-renew at the then-current rate at the end of the term.

3. **Third Party Software, Hardware and Related Services:** Payment due upon delivery of product and/or services.

2. **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

rev 4.30.2019