



CIC LICENSED PRODUCT AGREEMENT

Contract Date: August 15, 2008

LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement ("Agreement") is by and between Computer Information Concepts, Inc., 2843 31st Avenue, Greeley, Colorado 80631 ("CIC") and Adams 12 Five Star Schools, 1500 East 128th Avenue, Thornton, CO 80241 ("Customer").

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have these agreed-upon meanings:

1.1 Custom Programs. Any software, documentation, database, or other intellectual property: (a) designated as Custom Programs on an Exhibit; or (b) supplied by CIC pursuant to CIC's Annual Peopeware Schedule.

1.2 Documentation. All standard written user information, whether in electronic, printed or other format, delivered to Customer by CIC with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages, manuals, training materials, and other publications of the licensor that contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of CIC's standard documentation for Licensed Product is furnished to Customer with this license.

1.3 Licensed Product. All computer programs (including Custom Programs) or other electronically readable product, except Third Party Software, whether in Source, machine readable, or object code, all documentation, and all Technical Information provided to Customer or created by Customer pursuant to this Agreement now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.

1.4 Licensed Site(s). Those site(s) at which Customer is authorized to utilize Licensed Product, as specified on the applicable Exhibit.

1.5 Exhibit. A schedule designating, among other things, Licensed Product to be licensed to Customer hereunder, the Licensed Sites, and the fees payable to CIC for such license and related support and services. Such schedule(s) may be attached to this Agreement at execution or added by mutual agreement of Customer and CIC at a later date. All Exhibits are incorporated into and made a part of this Agreement by reference.

1.6 Source Code. Licensed Product specified in an Exhibit as it appears in programming language.

1.7 Technical Information. All technical information, know-how, schematics, databases and other intellectual property, other than computer programs and documentation, that may be supplied to Customer under this Agreement.

1.8 Third Party Software. All computer programs, documentation, or other electronically readable product licensed and supported by an entity other than CIC and identified as Third Party Software on a Schedule.

2. LICENSE GRANT.

2.1 Basic Terms. Subject to the terms and conditions of this Agreement, CIC grants to Customer a restricted, personal, non-exclusive, non-transferable license to use Licensed Product to support its internal business and administrative functions simultaneously on an unlimited number of processing units, but only at the Licensed Site(s). In no event may Licensed Product be used other than at the Licensed Site(s) or made available via a network or otherwise to any site (even if within Customer's organization), or third party other than the Licensed Site(s). Unless specified in an Exhibit, Source Code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 Service Bureau. Unless specified in this Agreement or an Exhibit, Licensed Product may not be used to perform service bureau functions for third parties or to process or manage non-Customer data.

2.3 Copies. Customer shall have a license to make copies of Licensed Product, provided that (a) copies of Licensed Product other than documentation may be made, in machine readable form, only for backup or archival purposes; (b) copies of documentation may not be made if specifically prohibited by CIC in writing; and (c) in all cases, copies of Licensed Product may be made only as is necessary to support the use permitted under the terms and conditions of this Agreement. Customer shall affix all copyright and other proprietary rights notices on all copies of Licensed Product. Customer shall not otherwise reproduce Licensed Product. Any tests generated through use of Licensed Product may not be provided or copied for use by anyone other than Customer.

2.4 License Term. Each license granted under this Agreement shall be perpetual, unless a different term is specified on an Exhibit to this Agreement or the End User License Agreement between Customer and Infinite Campus or this license is terminated earlier under the provisions of this Agreement. The term of the license shall commence on the date of execution of this Agreement by CIC. Upon expiration of the initial license term or any renewal license term, Customer's license shall automatically be extended for a renewal license term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least thirty (30) days prior to the end of the expiring license term; or (b) CIC does not receive the applicable Annual License fees for the renewal license term within thirty (30) days of CIC's invoice. For the initial license term and any renewal terms, Customer shall pay the charges specified in the applicable Exhibit.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 Copyright. Licensed Product is protected by trade secret and/or copyright law and is proprietary to CIC and/or its licensor(s). The placement of a copyright notice on any portion of Licensed

Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in Licensed Product, are and shall remain the property of CIC or its licensor(s).

3.2 Confidentiality. Customer agrees to keep Licensed Product confidential and to utilize reasonable efforts to protect and prevent Licensed Product from unauthorized disclosure or use. Customer shall not transfer, assign, provide or otherwise make Licensed Product available, in any form, to another (including, without limitation, Customer's locations that are not Licensed Sites), unless such use is specifically authorized in this Agreement, a Schedule, or an Exhibit, without the prior written consent of CIC. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Customer in violation of this Agreement shall be void. Customer shall be responsible for the use, operation, storage, management and safety of the copies of Licensed Product in its possession or control. All copies of Licensed Product except those made for backup and archive purposes will be retained at the Licensed Site(s).

3.3 Modifications. Customer shall not modify Licensed Product, or provide any person with the means to do the same, without CIC's express written authorization. In addition, Customer shall not reverse engineer Licensed Product or attempt to create Source Code for Licensed Product by any means without CIC's express written authorization. Should CIC permit Customer to create any modifications, enhancements or other works that contain complete or partial copies of Licensed Product, incorporate any trade secret information contained in Licensed Product, are created with the benefit of proprietary information or know-how contained in Licensed Product, or constitute translations, conversions, compilations, or updated or derivative works of Licensed Product, then all right, title, and interest in and to such modifications, enhancements or other works shall be the property of CIC and Customer agrees to assign all rights to same to CIC. Customer further agrees to cooperate with CIC and fulfill any reasonable request of CIC with respect to preserving CIC's proprietary rights in such modifications, enhancements or other works. Should CIC permit Customer to utilize any third party to create any such modifications, enhancements or other works, Customer shall obtain such third party's written agreement to the terms of this Section 3.3 in connection with the creation of same.

4. AUDIT. Customer agrees to maintain (and to allow CIC to inspect) records of the number and location of the original and all copies of Licensed Product. All such records will be maintained at the Licensed Site(s), unless prior written notice has been sent to CIC. Before disposing of any media containing Licensed Product, Customer agrees to take all necessary steps to destroy or erase all Licensed Product codes, programs and other proprietary information of CIC and its licensors contained in such media.

5. SUPPORT AND SERVICES.

5.1 Support. CIC shall provide Support Services (as defined in CIC's Annual Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference) for Licensed Product, subject to the terms of this Agreement and CIC's Annual Peopleware Schedule. Customer's

initial support term will begin upon shipment of Licensed Product and terminate one (1) year thereafter, unless otherwise specified in the applicable Annual Peopleware Schedule or terminated earlier in accordance with the terms of this Agreement or CIC's Annual Peopleware Schedule. Upon expiration of the initial support term or any renewal support term, Customer's support term shall automatically be extended for a renewal support term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least ninety (90) days prior to the end of the expiring support term; or (b) CIC does not receive the applicable Annual Peopleware fees for the renewal support term within thirty (30) days of CIC's invoice. For the initial support term, Customer shall pay the charges specified in the applicable Exhibit. For renewal support terms, Customer shall pay CIC's then-current Annual Peopleware fees. In the event that CIC provides, in its discretion, services requested by Customer that are outside the scope of Support Services, or services resulting from Customer's failure to fulfill its responsibilities set forth in CIC's Annual Peopleware Schedule, Customer shall be charged for those services at CIC's then-current time and materials rates.

5.2 Services. CIC shall provide such professional services as may be agreed to by CIC and Customer pursuant to CIC's Initial Peopleware Schedule, a copy of which has been provided to Customer and which is incorporated herein by reference. Customer agrees to pay for such services at the rates and charges specified in the applicable Exhibit (as defined in CIC's Initial Peopleware Schedule), or if no rates are specified in the Exhibit or there is no Exhibit, then at CIC's standard rates and charges when such services are performed. Unless otherwise specified, all rates quoted are for services to be performed during CIC's normal business hours; additional charges may apply for evenings, weekends or holidays. Except as otherwise specified in a Exhibit, Customer shall also pay CIC for telecommunication charges, reasonably required travel expenses, lodging, meals and other reasonable expenses incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. CIC reserves the right to impose a minimum labor charge for each on-site visit. CIC's rates and charges for professional services are subject to change at any time. If particular rates or charges are specified in an Exhibit, however, those rates or charges will apply to the services set forth in such Exhibit. CIC reserves the right to change service rates and charges as well as other terms as a condition of entering into any new Exhibit, or any extension or amendment of any pre-existing Exhibit as agreed to in writing by CIC and Customer.

6. CHARGES AND PAYMENTS.

6.1 Fees and Taxes. Customer agrees to pay CIC the fees set forth on all applicable Exhibits, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes, however designated. If Customer claims tax exempt status, Customer agrees to provide CIC with evidence of such tax exemption upon CIC's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions. All pricing set forth in any Exhibit is in United States dollars.

6.2 Payment Terms. All charges set out in this Agreement or any Schedule / Exhibit shall be due and payable according to CIC's invoice terms. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6.3 Appropriation of Funds. Customer represents and warrants that it has obtained an appropriation of funds sufficient to meet its obligations hereunder during its present fiscal year. Customer further represents and warrants that it intends to maintain this Agreement in effect for the full period specified in this Agreement or any Schedule / Exhibit and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof. In the event that sufficient funds to make such payments are not appropriated for any future fiscal year during the term of this Agreement, Customer may terminate this Agreement in whole or in part upon ninety (90) days prior written notice to CIC. Should Customer terminate this Agreement for non-appropriation of funds, Customer agrees not to license or contract for similar products or services from any other third party for a period of one (1) year after the date of termination.

7. THIRD PARTY SOFTWARE LICENSE TERMS. Any Third Party Software is provided to Customer pursuant to separate license agreement(s) between Customer and the third party supplier. The license agreement(s) for such Third Party Software will be provided to Customer. All support, warranties, and services related to Third Party Software are provided by the licensor of the Third Party Software under such third party's terms and conditions, and not by CIC. Only Sections 6, 7, 8.3, 9 and 10 of this Agreement apply to Third Party Software and any related services set forth on a Schedule.

8. LIMITED WARRANTIES. The following warranties are supplied with respect to Licensed Product listed on an Exhibit or Schedule.

8.1 Conformity to Specifications. CIC cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite CIC's reasonable efforts to do so. CIC does, however, warrant for a period of ninety (90) days after shipment that: (a) Licensed Product (other than Custom Programs supplied by CIC pursuant to CIC'S Annual Peopleware Schedule), as originally delivered under this Agreement, will substantially conform to the applicable description and specifications contained in the documentation delivered with such Licensed Product; and (b) Custom Programs supplied by CIC pursuant to CIC's Annual Peopleware Schedule will substantially conform to the specifications set forth in the applicable Exhibit pursuant to CIC's Annual Peopleware Schedule. The foregoing warranty shall not apply to Licensed Product that has been modified, damaged or used in a manner that does not conform to the instructions and specifications contained in the documentation for such Licensed Product. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify CIC in writing during the warranty period and provide CIC with sufficient detail to allow CIC to reproduce the problem. After receiving such notification, CIC will undertake to correct the

problem by programming corrections, reasonable "work-around" solutions and/or documentation corrections. If CIC is unable to correct the problem after a reasonable opportunity, CIC will refund the license fees paid for such Licensed Product and Customer's license to use such Licensed Product will terminate. The foregoing states the complete and entire remedies that Customer has under this warranty. CIC shall have no responsibility for any warranty claims made outside of the warranty period. **THIS WARRANTY DOES NOT APPLY TO TECHNICAL INFORMATION.**

8.2 Warranty Against Infringement. CIC warrants that neither Licensed Product in the form delivered by CIC to Customer, nor its normal use, will infringe any valid United States Patents or copyrights existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of Licensed Product in combination with systems, equipment or computer programs not supplied by CIC, or any use of Licensed Product outside of the United States, or any modification of Licensed Product. CIC will hold Customer harmless from any valid third party claim of infringement that constitutes a breach of the foregoing warranty, provided that CIC must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. If Customer's use of any Licensed Product is restricted as the result of a claim of infringement, CIC shall have the right, but not the obligation, at its option to: (a) substitute other equally suitable Licensed Product; (b) modify the allegedly infringing Licensed Product to avoid the infringement; (c) procure for Customer the right to continue to use such Licensed Product free of the restrictions caused by the infringement; or (d) take back such Licensed Product, refund to Customer the license fee previously paid for such Licensed Product depreciated on a straight line basis over sixty (60) months, and terminate Customer's license to use such Licensed Product. **THIS WARRANTY DOES NOT APPLY TO CUSTOM PROGRAMS OR TO TECHNICAL INFORMATION.**

8.3 DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF CIC AS TO WARRANTIES FOR LICENSED PRODUCT. CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. REMEDIES AND TERMINATION.

9.1 Termination. CIC shall have the right to suspend performance under this Agreement in the event Customer is in breach of any of its obligations under this Agreement or threatens to breach any of its obligations under Sections 3 or 4. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that CIC shall have the right to terminate this Agreement immediately upon written notice in the event Customer breaches, or threatens to breach, any of its obligations under Sections 3 or 4.

9.2 Non-use. The license granted under this Agreement with respect to a particular Licensed Product shall terminate without notice if Customer ceases using such Licensed Product at any time for a period of six (6) months or more after Customer's initial use of such Licensed Product.

9.3 Remedies. In the event of an uncured material breach of this Agreement by Customer, CIC shall have the right to pursue any and all remedies existing at law or in equity and to collect all expenses of collection and enforcement of CIC's rights and Customer's obligations hereunder, including reasonable attorneys' fees. CIC's remedies under this Agreement shall not be deemed exclusive but shall be cumulative and in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy of CIC shall impair or affect its right to exercise the same. In the event of an uncured material breach of this Agreement by CIC, Customer's sole and exclusive remedy shall be a refund of the charges paid for the applicable Licensed Product or other item or service that is the subject of such breach.

9.4 Injunctive Relief. Breach of the provisions of Sections 3 and 4 could result in irreparable injury to CIC. Accordingly, CIC shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Sections 3 or 4, without proving actual damages.

9.5 Effects of Termination. Except as otherwise expressly provided in this Agreement, in the event of any partial or complete termination of any provision of this Agreement, any Schedule, or Exhibit. Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. CIC's remedies for Customer's breach of this Agreement, together with the provisions of Sections 3, 4, 6, 7, 8.3, 9, 10 and 11, shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer.

9.6 Return of Licensed Product. Immediately upon any termination of a license for any Licensed Product under this Agreement, Customer shall, at its own expense, either return to CIC or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to CIC that all such copies of such Licensed Product have either been destroyed or returned to CIC. If Customer fails to submit such certification to CIC within ten (10) days after the date of termination, CIC shall

have the right, to the extent permitted by law, to enter on Customer's premises to remove or repossess all copies of such Licensed Product that Customer has in its possession or under its control.

10. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO CIC'S INDEMNITY OBLIGATION, CIC AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST BUSINESS, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, EQUIPMENT, TECHNICAL INFORMATION, SUPPORT, SERVICES OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF CIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE FEE OR PRICE PAID FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF CIC AND ITS LICENSORS RELATING TO SUPPORT SERVICES (AS DEFINED IN THE SUPPORT POLICIES) EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO CIC DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR ANNUAL PEOPLEWARE SERVICES ON WHICH THE CLAIM IS BASED.

11. GENERAL.

11.1 Governing Law. This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado.

11.2 Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.

11.3 Authorization. The person executing this Agreement on behalf of Customer represents that he/she is authorized to sign this Agreement on behalf of Customer and warrants that he/she has full power to enter into this Agreement on behalf of Customer.

11.4 Limitation on Actions. Neither party may bring an action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

11.5 Notices. Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth above. Either party may change its notice address by notifying the other in like manner.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED, AND AGREES TO THE TERMS OF, CIC'S ANNUAL PEOPLEWARE SCHEDULE, INITIAL PEOPLEWARE SCHEDULE, AND EXHIBIT(S), WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: *Steven K. Bohlender*

By: *Robert K. Webber*

Name: Steven K. Bohlender

Name: Robert K. Webber

Title: Executive Vice President

Title: Asst. Superintendent

Date: 9/4/08

Date: 8/28/08

THE FOLLOWING SCHEDULES ARE INCORPORATED HEREIN. PLEASE ACKNOWLEDGE AS INDICATED.

ANNUAL PEOPLEWARE SCHEDULE X _____

INITIAL PEOPLEWARE SCHEDULE X _____

11.6 Force Majeure. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, or labor disputes.

11.7 Terms of Agreement. To the extent permitted by law, Customer agrees that the terms of this Agreement, including all pricing for CIC products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of CIC.

11.8 Total Agreement. This Agreement, inclusive of all Schedules and Exhibits, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to Licensed Product, support, or any related products or services provided. In the event of a conflict among any Schedule, Exhibits, and the other terms of this Agreement, the order of precedence shall be: the Exhibit; the Schedule; and the other terms of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement of both parties. Headings used in this Agreement are for reference only and are not interpretive. This Agreement shall be subject to acceptance by a duly authorized officer of CIC at its offices, indicated by the execution hereof. In the event Customer issues a purchase order or other instrument covering the Products and / or Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

11.9 Non-Employment. Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own

account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party in a position that would be in competition with any of the services offered under this Agreement without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

11.10 Assignment. This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and (to the extent specified in assignment) assignees, and not for the benefit of any other person or legal entity. Neither party shall assign this Agreement without first obtaining the prior written consent of the other party, whose consent shall not be unreasonably withheld.

11.11 Status. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11.12 Insurance. During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

11.13 Subject Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.



ANNUAL PEOPLEWARE SCHEDULE

1. DEFINITIONS. Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Annual Peopleware Schedule ("Annual Schedule"), the following definitions shall apply:

1.1 Exhibit shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

1.2 Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet CIC's minimum requirements, which will change over the life of this Agreement. User mistakes are not Errors within the meaning of this Annual Schedule. Errors may be due to problems in Licensed Product, the documentation, or both.

1.3 New Products shall mean new program products or modules of CIC which provide features, functions or applications not included in Licensed Product. A new name will be associated with New Products. A New Product may be usable with or in addition to a Licensed Product and will be licensed to Customer under the terms of a Licensed Product Agreement after payment of applicable fees.

1.4 New Release shall mean an update of Licensed Product issued by CIC as a "New Release," which includes all PTF's, together with such other corrective updates and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Customer under the same terms as the old release, unless otherwise stated in writing by CIC.

1.5 New Version shall mean an upgrade of Licensed Product issued by CIC as a "New Version," which includes all PTF's, together with such other corrective updates and major enhancements and improvements to Licensed Product that CIC may, in its discretion, develop and deem ready for distribution. A New Version is licensed to Customer under the same terms as the old version, unless otherwise stated in writing by CIC.

1.6 Program Temporary Fix (PTF) shall mean a patch or corrective update of Licensed Product which CIC prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the

applicable then-current Documentation. PTF's are licensed to Customer under the same terms as Licensed Product, unless otherwise stated in writing by CIC.

1.7 Support Services shall mean those services provided hereunder with respect to Licensed Product.

1.8 Support Term shall mean the length of time Support Services are to be provided hereunder and for which Customer has paid any applicable Support Services fees, including any initial support term specified in the Agreement and any renewal support terms provided for in the Agreement.

1.9 Telephone Support shall mean telephone support services, twenty-four (24) hours / day, seven (7) days per week, regarding Customer's use of Licensed Product and any problems that Customer experiences in using Licensed Product.

2. SUPPORT SERVICES. CIC, or an entity under contract with and certified by CIC to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

2.1 Support Services. CIC agrees to perform the support services specified in Exhibit B, provided that CIC may, at its option, arrange for any support services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

2.2 Support. Support Services shall include: (a) Telephone Support; (b) PTF's, as needed to address an Error that Customer is experiencing in using Licensed Product; (c) access to CIC's Internet on-line technical support (as available by product); and (d) New Releases and New Versions. Support Services do not include New Products.

2.3 Custom Programs. For Custom Programs, Support Services are available only on a time and materials basis at CIC's current rates and charges for these services.

2.4 Technical Information. Technical Information as defined in the Agreement is not supported by CIC.

2.5 Support of Prior Releases and Versions. After the distribution of a New Release or New Version, Telephone Support for the prior release or version will be available for ninety (90) days, after which time Telephone Support for the prior release or version will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges. PTF's for prior releases and versions will only be available at CIC's discretion, on a time and materials basis, at CIC's then current rates and charges. CIC or its vendor(s) will provide New Releases and New Versions, including all required installation and support, to Customer at no additional charge.

2.6 Training. In order to receive Support Services described herein, Customer must purchase training regarding the use and operation of Licensed Product from either CIC or a third party that has been certified by CIC to supply such training. Customer

acknowledges and agrees that if Customer places a Telephone Support call to CIC, and the answer to Customer's question or resolution of Customer's problem is contained in the documentation delivered to Customer with the applicable Licensed Product, then CIC may, in its discretion, bill Customer on a time and materials basis, at CIC's then-current rates and terms, for providing Telephone Support relating to such question or problem.

2.7 Problem Identification / Vendor Communication.

Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and its vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

3. CUSTOMER RESPONSIBILITIES. To receive Support Services, Customer shall: (a) report Errors or suspected Errors for which support services are needed, and supply CIC with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain computer systems and operating systems that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product, as supplied by CIC; (e) maintain hardware and system software consistent with CIC's minimum requirements; and (f) timely install all PTF's, New Releases and New Versions supplied by CIC in the proper sequence, and have the most current release or version of Licensed Product (or a prior release or version supported under Section 2.4) installed at all times during the Support Term.

4. WARRANTIES

4.1 DISCLAIMER OF ALL OTHER WARRANTIES. CIC does not warrant that the operation of Licensed Product (including PTF's, New Releases and New Versions) will be uninterrupted or Error-free, or that all Errors will be corrected, despite CIC's reasonable efforts to do so. Nor does CIC warrant that PTF's, New Releases or New Versions thereof conform to state regulatory requirements or that the PTF's, New Releases or New Versions will be maintained to conform to such requirements now or in the future. It is Customer's (and not CIC's) responsibility to understand and comply with all such requirements.

CIC AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO ALL SERVICES AND OTHER ITEMS AND PRODUCTS FURNISHED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



INITIAL PEOPLEWARE SCHEDULE

1. DEFINITIONS. Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement between Customer and CIC ("Agreement"). In addition, for purposes of this Initial Peopleware Schedule ("Initial Schedule"), the following definition shall apply:

1.1 Exhibit shall mean any of the following forms of documentation of CIC's written agreement to perform services pursuant to these Policies: (a) the specification in an Exhibit of services to be performed by CIC; (b) a separate Exhibit established by mutual written agreement of CIC and Customer; or (c) CIC's written acknowledgment that it will perform services requested by Customer through a purchase order or otherwise.

2. SERVICES. CIC agrees to perform the services specified in an Exhibit, provided that CIC may, at its option, arrange for any services specified in a Exhibit to be performed by another entity certified by CIC to provide such services.

3. PROJECT DETAIL.

3.1 Written Form. CIC shall have no obligation to perform any services under this Initial Schedule and Customer shall have no obligation to pay for services unless such services are specified in an Exhibit setting forth the services to be performed and the applicable charges for same. The undertaking by CIC to perform any services specified in an Exhibit does not obligate CIC to furnish any further or different services to Customer. CIC will honor any limitations on labor, cost or time established under the applicable Exhibit, but completion of all work within such limitations is not guaranteed. Any estimates of labor, cost or time furnished to Customer by CIC before or after execution of the applicable Exhibit shall be considered estimates only, and shall not obligate CIC to complete any services within the parameters estimated. **CIC ASSUMES NO RESPONSIBILITY FOR ERRORS IN SPECIFICATIONS FURNISHED BY CUSTOMER. SUCH ERRORS MAY NECESSITATE CORRECTIVE WORK BY CIC AT ITS PREVAILING TIME AND MATERIALS RATES.**

3.2 Customer Expectations. Customer shall be primarily responsible for the management, control and implementation of the Licensed Products as set forth in the implementation plan agreed to by both parties. In order to ensure the ultimate success of the implementation, a high level of Customer participation is required. Customer acknowledges that the implementation of software products is a complex and demanding undertaking, often involving much more than simply licensing a "software package." Realistic expectations are crucial to success. Occasionally, through no particular fault of CIC, errors or delays occur. In order to make Customer's implementation as smooth as possible, CIC will provide services (as set forth in a Exhibit), but Customer

is responsible for Customer's own change management and process re-engineering challenges.

3.3 Termination. Each Exhibit shall terminate upon the earliest to occur of the following: (a) the completion of all services specified in the Exhibit; (b) the date upon which any stated limitation on the scope or duration of services has been reached, whether expressed in labor-hours, scope of project, or otherwise; (c) the date of expiration, if any, set forth in the Exhibit; (d) termination due to CIC's or Customer's breach of its obligations under the Exhibit, this Initial Schedule, or the Agreement, which termination may be effectuated by the non-breaching party upon notice to the other party; or (e) termination of the Agreement. CIC shall have no further obligation to perform services under an Exhibit upon termination thereof. Other than a termination for a breach by CIC, termination of an Exhibit will not affect Customer's payment obligations under such Exhibit and the Agreement.

3.4 Telecommunications/Facilities. Unless otherwise specified in an Exhibit, the work may, at CIC's option, be performed on CIC's or Customer's premises, via telephone, E-mail, fax, Internet web connection, or other forms of communication and through modem / Internet communications between Customer's system and CIC's customer support facility. As requested by CIC, Customer agrees, at its expense, to establish and maintain CIC-approved modem and / or Internet communications between Customer's system and CIC's customer support facility to enable CIC to perform work remotely. CIC shall have the right to assess additional charges for failure to provide and maintain such communications. If any portion of the work will be performed on Customer's premises, Customer agrees to provide, at Customer's expense, all equipment, software, telecommunications, utilities, work space and other on-site accommodations necessary to enable CIC to perform such work.

3.5 Confidentiality. CIC agrees to use its best efforts to maintain the confidentiality of Customer confidential information that is disclosed to CIC in connection with this Initial Schedule, and to use such Customer confidential information solely for purposes of performing services hereunder. CIC shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: is or becomes publicly known through no fault or negligence of CIC, its employees, agents or subcontractors; is or becomes lawfully available from a third party without restriction; is independently developed by CIC, its employees, agents or subcontractors at any time; or is disclosed without restriction by Customer to any third party at any time. The obligations of this Section will survive any termination of any Exhibit or the Agreement for as long as any information or data disclosed to CIC in connection with these Policies fits the definition of "Customer confidential information."

3.6 Training. CIC reserves the right to limit the number of persons permitted to attend any training class in accordance with CIC's standard training policies.

4. TECHNICAL INFORMATION. All Technical Information that may be supplied by CIC to Customer in the course of performing services under this Initial Schedule shall, unless otherwise specified in a Exhibit, be deemed to be licensed to Customer as Licensed Product under the terms of the Agreement.

5. CUSTOM PROGRAMS. All computer programs and related documentation delivered under this Initial Schedule shall, unless otherwise specified in a Exhibit, be considered Custom Programs and deemed to be licensed to Customer as Licensed Product under the terms of the Agreement. Customer shall have a license to use Custom Programs only at the Licensed Site(s) specified in the Agreement or otherwise specified in writing by CIC.

6. ORDER CANCELLATION. Orders for services that are accepted by CIC are subject to cancellation by Customer only with the written consent of CIC, and only upon payment of reasonable cancellation charges that shall take into account expenses already incurred and commitments made by CIC.

7. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THE AGREEMENT, CIC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND ITEMS PROVIDED UNDER THIS INITIAL SCHEDULE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE



EXHIBIT A - 691-08-01
Licensed Products and Services
Adams 12 Five Star Schools - August 15, 2008
Licensed Sites: Adams 12 Five Star Schools

Description	Quantity	Price
Infinite Campus Base Applications and Services - (Enrollment: 38,821)		
License, Hosting & Support initial term - October 1, 2008 through September 30, 2009 (12 months)		
Base Applications	1	\$232,926
Hosting - On-Site Server(s)	1	38,821
Less: Non-Hosted Discount	1	(26,321)
Software Support and Updates	1	46,585
Initial Peopleware		
Standard Data Conversion		39,600
Implementation Management (Hours)	360	67,500
Training / Consulting (Days)	80	96,000
Campus Non-Hosted Server Admin Certification (2 people)	1	1,500
Infinite Campus Server Consulting Services (annual PO)		1,500
TOTAL		\$498,111
Estimated Future Annual Price (38,821 Students)		\$293,511

Payment Schedule

Description	Date	Amount
1. Contract Signed	August 22, 2008	\$0
2. Purchase Order Required		
Initial Payment	September 3, 2008 (Approximate)	291,401
Second Payment	November 1, 2008 (Approximate)	46,585
Third Payment	January 1, 2009 (Approximate)	45,975
Fourth Payment	February 1, 2009 (Approximate)	45,975
Fifth Payment	March 15, 2009 (Approximate)	45,975
Final Payment	June 1, 2009 (Approximate)	19,200
TOTAL (Payable to CIC)		\$498,111

COMPUTER INFORMATION CONCEPTS, INC.

CUSTOMER

By: *[Signature]*
 Date: 9/14/08

By: *Robert K. Webb*
 Date: 8/28/08



EXHIBIT B

Support Services

Level 1 Responsibilities: Provided by CIC

First level interface to the End User. Identifies general nature and urgency of a request for customer service, documents it and either completes the request or captures diagnostic information and then forwards it to level 2 for diagnosis. Requests to be completed by level 1 include basic configuration and installation problems, "how do I" questions, and requests for non-technical information. Duties include:

- End User liaison for profile information / contacts / outstanding diagnostics / status updates
- Entering new call tracking records
- Problem tracking and expectation management
- Resolving basic "how do I" calls (configuration issues, documentation, etc.)
- Capture diagnostics for technical problems, and hand-off to level 2 (if necessary)

Level 2 Responsibilities: Provided by CIC

Skilled professionals capable of resolving most problems that do not require code changes. Understands the technical character of the product. Able to analyze problem situations and devise diagnostic plans designed to expose the origin of an error. For those problems identified as code bugs, level 2 captures diagnostic files and forwards the package to level 3. Duties include:

- Problem tracking and expectation management
- Re-create error / failure environment (if necessary)
- Tech notes and FAQs
- End User feedback and product input to vendor for enhancement review
- Problem diagnosis / circumvention / documentation / hand-off to level 3 (if necessary)

Level 3 Responsibilities: Escalated to Software Author

Product development and code maintenance, including quality assurance and documentation. Also opportunistic research to stay abreast of technology developments and trends, software enhancements, technical competitive analysis, and new generation productivity tools. Duties include:

- Problem diagnosis / correction / testing / documentation
- Package and distribute Program Temporary Fixes (PTF)s and updates
- New feature review / research / design / development / implementation / testing / documentation
- Establish and report against enhancement / development schedule
- Manage source code, incl. maintenance stream(s), new development design
- Maintain diagnostic hardware and software environments
- Maintain understanding of and interoperability with related systems