



Interlocal Agreement for Technology Related Services

Washington School Information Processing Cooperative

And

Bellingham School District Data Center

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Interlocal Agreement for Technology Related Services

This Agreement, as amended and restated on February 2008, dated as of the date set forth at the end of this Agreement, is made by and between Washington School Information Processing Cooperative ("WSIPC") and the licensee described at the end of this Agreement ("Licensee").

1. Recitals

- 1.1. WSIPC was formed on April 8, 1985 to provide data processing services to educational service districts and local school districts.
- 1.2. WSIPC provides certain technology related services that Licensee wants to use.
- 1.3. WSIPC is willing to license such technology related services to Licensee on the terms and conditions set forth herein.

Therefore, WSIPC and Licensee agree as follows:

2. Definitions

Whenever used in this Agreement, the following terms shall have the following specified meanings:

- 2.1. "Availability" ability of a component or Information Technology (IT) service (under combined aspects of its reliability, maintainability and security) to perform its required function at a stated instant or over a stated period of time.
- 2.2. "Capacity" maximum power, performance, content or output of a system or component.
- 2.3. "Coordinator" an individual whose primary responsibility is support of end users
- 2.4. "Data Function" (DF) major software releases provided by Skyward software twice per year.
- 2.5. "Degraded Service" there is still access to the application, but capacity may be reduced.
- 2.6. "District Data Center" (DDC) a school district that operates its own data center and is party to this Interlocal Agreement for Technology Related Services.
- 2.7. "Documentation" user manuals and other written or electronic material furnished to Licensee by WSIPC related to the Software.
- 2.8. "Elective Downtime" downtime done to apply non-critical patches, hardware upgrades, software upgrades or system tuning for performance. Not performing the work immediately does not result in significant impact to the end user or risk of impact to the end user. Database dump and loads are not considered elective downtime.
- 2.9. "End User" one whose business responsibilities are aided or supported by the use of an IT service
- 2.10. "Full Time Equivalent" (FTE) annual average full time equivalent students calculated in accordance with the requirements of the State of Washington Superintendent of Public Instruction's Enrollment Reporting.
- 2.11. "Impact Code" a simple code assigned to Incidents reflecting the degree of actual or potential impact on customers' business activities. See definition for "Severity Code."

- 2.12. "Incident" an event which is not part of the standard operation of a service and which causes or may cause disruption to, or a reduction in, the quality of services and customer productivity.
- 2.13. "License" refers to the license granted under paragraph 5.2.
- 2.14. "Licensee" refers to the entity whose signature appears on the Interlocal Agreement for Technology Related Services.
- 2.15. "Licensee's Computer" the computer equipment in the possession of Licensee or under the control of Licensee.
- 2.16. "Licensee Support Staff" staff that has been designated to provide direct service, support and training to the Licensee customer base.
- 2.17. "Operational Level Agreement" (OLA) the definition of the working relationships between Licensee and WSIPC.
- 2.18. "Problem" an incident that has been escalated to Tier III.
- 2.19. "Person" any individual, corporation, partnership, trust, association, entity, governmental authority or other entity.
- 2.20. "Priority" the value given to an Incident to indicate its relative importance in order to ensure the appropriate allocation of resources and to determine the timeframe within which action is required. Priority is based upon a coherent and up-to-date understanding of business impact and urgency and sometimes, technical severity.
- 2.21. "Regional Data Center" (RDC) an educational service district that operates a data center which provides service to multiple school districts and that is party to this Interlocal Agreement for Technology Related Services.
- 2.22. "Services" installation, warranty, training, support and other services furnished by WSIPC to Licensee under this Agreement.
- 2.23. "Service Level Agreement" (SLA) defines quantitative terms of the service being offered to a Licensee.
- 2.24. "Service Level Requirement" (SLR) a defined requirement for an IT service.
- 2.25. "Severity" the initial Impact Code of a given Incident that is selected by the Licensee to assist the support organization in prioritizing support resources.
- 2.26. "Software" the computer programs described in the Service Catalog, together with any and all updates, enhancements, corrections, modifications, and improvements furnished by WSIPC to Licensee. The term "Software" also includes any and all codes, logic, techniques, software tools, formats, designs, concepts, methods, processes, and ideas associated with such programs, updates, enhancements, corrections, modifications and improvements.
- 2.27. "Term" the time period or duration of the License set forth in paragraph 3.1.
- 2.28. "Training and Learning Area" (TLA) the centralized training and learning environment.
- 2.29. "Unauthorized Use" any use, possession, knowledge, viewing, inspection, examination, copying or other activity involving any Software or Documentation that is not expressly authorized under the License or otherwise by WSIPC.
- 2.30. "WSIPC Enhanced Skyward Point and Click" (WESPac) software provided by Skyward with the Washington Feature Set added by WSIPC.

- 2.31. "Year" the period commencing on the date of this Agreement and ending on the next occurring August 31, and thereafter, means each twelve (12) month period commencing on September 1 and ending on August 31 during the Term.

3. General Terms of the Agreement

- 3.1 Term. The Term of the License will commence on the date of this Agreement and shall continue until either party gives written notice to the other party of its election to terminate the Agreement at the end of the then current Year, which notice must be provided at least ninety (90) days prior to the last day of such Year. Licensee may extend the term of the License beyond the end of the Year in which notice of termination is given for an initial extension period of a minimum of six (6) months and subsequent extension periods of a minimum of three (3) months each, provided that, for the initial extension period, Licensee provides a written request for such extension at least six (6) months prior to the proposed first day of such extension, and for subsequent extension periods, Licensee provides a written request for each further extension at least three (3) months prior to the proposed first day of such extension.
- 3.2 Excused Performance. WSIPC will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond WSIPC's reasonable control (including but not limited to: fire, casualty, storms, flood, earthquake, and acts of God or the elements; court orders; acts, delays and failures to act by civil, military or other governmental authority (including, without limitation, failure of any governmental authority to authorize necessary expenditures); strikes, lockouts, labor disputes, riots, insurrections, sabotage and war; breakdown or destruction of, or damage or casualty to, any equipment, facilities or other property; unavailability of materials, supplies, parts, equipment, personnel or other necessary items; interruption, suspension, curtailment or other disruption of utilities; and, acts or omissions of persons and entities other than WSIPC).
- 3.3 Breach by Licensee. If Licensee breaches any of the terms of this Agreement and such breach continues for a period of thirty (30) days after written notice of such breach to Licensee, WSIPC may immediately terminate the License; provided, however, that in the event any such breach cannot be cured within such 30-day period but Licensee has undertaken and is diligently prosecuting steps to cure such breach within a reasonable time, such breach shall not constitute grounds for terminating this License.
- 3.4 Specific Enforcement. WSIPC and Licensee hereby declare that it would be difficult, if not impossible, to measure in money the damages that will accrue to WSIPC by reason of a failure of Licensee to comply with or perform any of Licensee's obligations under Section 5. Therefore, if WSIPC institutes any action or proceeding to specifically enforce the provisions of Section 5 (by injunction or otherwise), Licensee hereby waives the claim or defense in such action that WSIPC has an adequate remedy at law or in damages, and will not urge in any such action or proceeding the claim or defense that a remedy at law or in damages exists. The rights and remedies of WSIPC set forth in this

paragraph or any other provision of this Agreement are in addition to and not in lieu of any other right or remedy afforded to WSIPC under any other provision of this Agreement, by law, or otherwise.

- 3.5 WSIPC Dissolution. If WSIPC is dissolved and no successor organization is formed, Licensee shall be given a perpetual, non-exclusive, non-transferable, royalty-free license to use the source code and command language of the Software (only in the manner permitted by Licensee's then current license of such software from WSIPC), if and to the extent permitted by WSIPC's license to the Software from its third-party licensor, if any.
- 3.6 Assignment. Licensee shall not assign all or any part of this Agreement or any of its rights hereunder, directly, by operation of law or otherwise, without the prior written consent of WSIPC and any attempted assignment in violation of this provision shall be void. No assignment by Licensee, with or without WSIPC's consent, will relieve Licensee from any of its obligations under this Agreement. Subject to the foregoing restriction on assignment by Licensee, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- 3.7 Nonwaiver. Any failure by WSIPC or Licensee to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.
- 3.8 Agreement to Arbitrate. All disputes between the parties relating to this Agreement shall be arbitrated pursuant to Chapter 7.04A, RCW.
- 3.9 Law. This Agreement shall be interpreted by, construed and enforced in all respects in accordance with the laws of the State of Washington without regard to any choice of law provisions that would result in the application of the law of another jurisdiction.
- 3.10 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between WSIPC and Licensee with regard to the Software, Documentation, Services and other items furnished under this Agreement. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both WSIPC and Licensee.

4. Fees

During each Year of the Term, Licensee shall pay WSIPC the License fee calculated in the manner set forth below at the times designated in the attached Appendix A. The License fee payable under this Agreement during any Year of the Term will be calculated by multiplying the number of annual average FTE students for which the Licensee is processing data during such Year by the fee set by the WSIPC Board of Directors for such Year. During each Year of the Term in which Licensee has requested maintenance from WSIPC pursuant to paragraph 9.1.2, Licensee shall also pay WSIPC the then current WSIPC maintenance fees for maintaining Licensee's Computer in accordance with WSIPC's then current

maintenance fee payment schedule. If this Agreement commences after September 1 of the initial year of the Term, the fees for the initial Year shall be prorated by the number of days remaining until August 31 of that Year. The amount of the License fee per FTE, the maintenance fees and the payment schedules for each Year of the Term shall be determined by the WSIPC Board of Directors in its sole discretion and are subject to change from time to time upon approval of the Board. The rates upon which the fees are calculated for each Year of the Term after the first Year shall not exceed the rates charged to other members of WSIPC for identical items of Software or identical Services for such Year.

5. Software

- 5.1. Delivery. WSIPC will install the Software in object code form to the Licensee's Computer site. WSIPC will also deliver to Licensee the Documentation listed in the attached Service Level Agreement Section 5, Service Catalog.
- 5.2. Grant. WSIPC grants to Licensee a nontransferable, nonexclusive license during the Term to use the Software and Documentation solely for the following limited purposes: (a) to operate the Software on Licensee's Computer for processing data of, and the preparation of reports for, (i) Licensee, (ii) State of Washington school districts or (iii) State of Washington educational service districts or (iv) any other institution as approved by the WSIPC Board of Directors; and (b) to make a reasonable number of copies of the Software for back-up.
- 5.3. Limitations. The Licensee will use the Software and Documentation solely for the purposes specified in paragraph 5.2. Without limiting the generality of the foregoing, Licensee will comply with the following restrictions:
 - 5.3.1. The Licensee will not disclose or make available any Software or Documentation to any Person other than Persons using the same on behalf of and at the direction of Licensee.
 - 5.3.2. The Licensee will not change, modify or alter any Software without WSIPC's prior written permission. Licensee will not make any copies of the Software except as expressly permitted under paragraph 5.2(b). Licensee will: (a) ensure that each copy of all or any portion of the Software includes the notice of copyright and other proprietary rights legends appearing in or on such Software as delivered by WSIPC; (b) keep complete and accurate records of the possession and location of each copy; and (c) immediately destroy any copy which is no longer needed.
 - 5.3.3. Licensee will not use the Software or Documentation to operate a service bureau or to process data of, or prepare reports for, any Person other than Licensee; provided, however, that Licensee, if an RDC, may process data of, or prepare reports for, other school districts, educational service districts located in the State of Washington, or any other institution as approved by the WSIPC Board of Directors.

- 5.3.4. Licensee will not disassemble or decompile the Software, attempt to decode or otherwise circumvent any security measure contained in the Software, or otherwise attempt to discover any source code or trade secrets related to the Software.
- 5.3.5. Licensee will not remove, obscure, modify or alter any notice of patent, copyright, trade secret, trademark, trade name or other proprietary rights legends related to the Software or Documentation.
- 5.3.6. Licensee will not sublicense, sell, lend, rent, lease, give, transfer, assign or otherwise dispose of all or any portion of the Software or Documentation or any interest in the Software or Documentation. Any such disposition will be voidable at WSIPC's option. Further, Licensee will keep the Software and Documentation free from any and all liens, levies, attachments, judgments, garnishments, seizures and other encumbrances arising by, through, under, at the request of or on behalf of Licensee. If any such encumbrance is not released within twenty (20) days after WSIPC's demand, WSIPC may, in addition to all other rights and remedies, secure such release by payment, posting of a bond or any other means available to WSIPC. Licensee will reimburse WSIPC for all costs and expenses (including, but not limited to, attorneys' fees) incurred by WSIPC to secure any such release.
- 5.3.7. Licensee agrees that it shall safeguard all Skyward Inc. proprietary materials (including source code and database design information) and trade secrets. Licensee may not reverse engineer the licensed software. Licensee may disclose executable code only to the following entities: any WSIPC licensed educational service district, public or private school district, or the Office of the Superintendent of Public Instruction.
- 5.4. Proprietary Rights Reserved. Licensee acknowledges that the Software and the Documentation involves valuable patent, copyright, trade secret, trademark, trade name and other proprietary rights of WSIPC and its licensors or suppliers. No title to or ownership of any Software or Documentation, or to any proprietary rights related to any Software or Documentation, is transferred pursuant to or by virtue of this Agreement. Without limiting the generality of the foregoing, as between Licensee and WSIPC, WSIPC reserves all patent, copyright, trade secret, trademark, trade name and other proprietary rights related to the Software and the Documentation.
- 5.5. Protection of Proprietary Rights. Licensee shall not infringe or violate, and shall take appropriate steps and precautions for the protection of, the proprietary rights referred to in paragraph 5.4. Without limiting the generality of the foregoing, Licensee will keep all Software and Documentation secured under access and use restrictions at least as stringent as those applied to Licensee's most valuable computer programs or other proprietary information, and will otherwise use its best efforts (but in no event less than reasonable efforts) to prevent any Unauthorized Use of the Software or Documentation. Licensee will immediately notify WSIPC of any such Unauthorized Use. In the event of any Unauthorized Use of the Software or Documentation, Licensee will take all steps reasonably necessary to terminate such Unauthorized Use and to

retrieve any copies of the Software or Documentation in the possession or control of the Person engaging in such Unauthorized Use. Licensee will immediately notify WSIPC of any legal proceeding initiated by Licensee in connection with such Unauthorized Use. WSIPC may, at its option, assume control of any such proceeding. If WSIPC assumes such control, WSIPC will have exclusive control over the prosecution and settlement of the proceeding, Licensee will provide such assistance related to such proceeding as WSIPC may reasonably request, and Licensee will assist WSIPC in enforcing any settlement or order made in connection with such proceeding.

- 5.6. Software Modifications. WSIPC may at any time replace, modify, alter, improve, enhance, remove or otherwise change any Software licensed under this Agreement; provided, however, that unless WSIPC is providing a substantially equivalent replacement software product, WSIPC shall not delete any item of Software before the end of the then current Year without the express written consent of Licensee. WSIPC shall have the right to delete any item of Software for any subsequent Year provided it gives Licensee at least one hundred eighty (180) days' written notice prior to the end of a Year of each Software deletion to take effect the following Year.
- 5.7. Warranty. WSIPC warrants that upon delivery by WSIPC: (a) the Software will perform substantially in accordance with its written specifications established by WSIPC when operated in accordance with the Documentation; and (b) the Software does not infringe any U.S. patent or copyright. WSIPC does not warrant that the Software is free from bugs, errors or omissions. The warranties set forth in this Agreement apply only to the latest release of such items of Software incorporating all corrections, updates, enhancements and modifications made available by WSIPC.
- 5.8. Performance Remedy. As Licensee's exclusive remedy and WSIPC's entire liability, if any Software subject to the warranty set forth in paragraph 5.7 fails to comply with the warranty set forth in paragraph 5.7(a), WSIPC will use reasonable efforts to correct the noncompliance (e.g., by furnishing an update, new release, enhancement or modification of the Software in noncompliance); provided that (i) Licensee notifies WSIPC of the noncompliance and (ii) WSIPC is able to reproduce the noncompliance on the hardware for which the Software was designed. If after the expenditure of such reasonable efforts and the expiration of a reasonable time period WSIPC is unable to correct any such noncompliance, WSIPC will refund to Licensee a pro rata portion of the license fee paid by Licensee during the then current Year for that portion of the Software in noncompliance. Such refund will be in full satisfaction of all claims of Licensee relating to such noncompliance.
- 5.9. Infringement Remedy. WSIPC will defend Licensee against any claim or judicial proceeding based upon infringement of any U.S. patent or copyright by any Software; provided that (i) Licensee notifies WSIPC, in writing, of such claim or proceeding within ten (10) days after Licensee has notice of such claim or proceeding, (ii) WSIPC has exclusive control over the defense and settlement of the claim or proceeding, (iii) Licensee provides such assistance in defense of the claim or proceeding as WSIPC may reasonably request, and (iv) Licensee complies with any settlement or court order made in connection with

such proceeding (e.g., as to the future use of any infringing Software). If such claim or proceeding has occurred, or in WSIPC's opinion is likely to occur, Licensee agrees to permit WSIPC, at its option and expense, to either procure for Licensee the right to continue using the Software or to replace or modify the Software so that the Software becomes noninfringing. If neither of the foregoing alternatives is reasonably available, Licensee agrees, on thirty (30) days' prior written notice from WSIPC, to return to WSIPC or destroy the infringing Software and all copies thereof and in such event, WSIPC will refund to Licensee a pro rata portion of the license fee paid by Licensee for the Software during the then current Year for that portion of the Software alleged to be infringing.

- 5.10. Disclaimer. WSIPC makes no representation or warranty with regard to the Software, Documentation or other items furnished under this Agreement, except as specifically set forth in paragraph 5.7. The obligations of WSIPC under paragraphs 5.8 and 5.9 constitute Licensee's sole and exclusive remedies for any breach of or default by WSIPC under this Agreement and for any other claims of Licensee arising out of or in connection with the Software, Documentation, Services or other items furnished under this Agreement.
- 5.11. Waiver. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LICENSEE WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF LICENSEE, AND WSIPC DISCLAIMS ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF WSIPC, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY SOFTWARE, DOCUMENTATION, SERVICES OR OTHER ITEMS FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT; (D) CLAIM IN TORT, WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM WSIPC'S FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY; AND (E) CLAIM FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, COVER OR ANY LOSS OF DATA, PROFIT, REVENUE OR USE, WHETHER OR NOT WSIPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.12. Limitation of Liability. WSIPC's liability (whether in tort, contract or otherwise; and notwithstanding any fault, negligence, strict liability or product liability of WSIPC) with regard to any Software, Documentation, Services or other items furnished under this Agreement shall in no event exceed the compensation paid during the current Year by Licensee to WSIPC pursuant to this Agreement for such Software, Documentation, Services or other items.
- 5.13. WSIPC Foundation Software. See Service Catalog for definition of the products and related documentation available to Licensee.
- 5.14. WSIPC Fiscal Software. See Service Catalog for definition of the products and related documentation available to Licensee.

- 5.15. WSIPC Human Resources/Payroll Software. See Service Catalog for definition of the products and related documentation available to Licensee.
- 5.16. WSIPC Student Management Software. See Service Catalog for definition of the products and related documentation available to Licensee.

6. Optional Software and Service Offerings

- 6.1 For additional license and maintenance fees, Licensee may license from WSIPC the right to use optional software and service offerings. See Appendix D for the list of optional software and services currently offered. The terms and conditions for each offering are specified in separate contracts and/or interlocal agreements.

7. Licensee Staff Support

- 7.1. Licensee Support. During the Term, WSIPC will provide to Licensee reasonable technical advice, assistance, problem determination and resolution, as set forth in the Service Level Agreement.
- 7.2. Emergency Support Notification. Licensee shall complete Appendix B, Designated Communications Receivers, and return to WSIPC. This designates the Licensee Staff to receive emergency notifications from WSIPC.
- 7.3. Authorized Licensee Staff. Licensee will complete Appendix C, Licensee Support and Training Authorization, designating their authorized staff and return to WSIPC.
- 7.4. Support Limitation. Support is limited to the quantity of Licensee Staff defined in Appendix C.
- 7.5. Licensee Staff Qualifications. WSIPC may require Licensee Staff to satisfy training and reporting requirements as WSIPC may specify from time to time.
- 7.6. Licensee Staff Training. WSIPC shall provide training for the Licensee Support Staff as described in the Operational Level Agreement
- 7.7. Version Currency. WSIPC shall have no obligation to perform any Services to any item of Software that is not the latest release of such item of Software incorporating all corrections, updates, enhancements and modifications made available by WSIPC.
- 7.8. Access. Licensee will provide WSIPC with access to accounts and other data on Licensee's Computer in order for WSIPC to perform the Services and its other obligations under this Agreement. WSIPC shall exercise reasonable due diligence to protect Licensee's data. WSIPC shall not access any computer programs on Licensee's Computer (including, without limitation, all software applications, the data contained on such applications, the source code or object code of the software applications) other than the Software except where such access is required as the result of Services or other tasks performed by WSIPC at the request of Licensee. WSIPC shall take appropriate steps and precautions to protect against the unauthorized disclosure to third parties of Licensee's data or computer programs other than the Software unless authorized in writing by Licensee to disclose such information.

8. Additional Software & Service Offerings

WSIPC may provide to Licensee the approved Additional Software & Service Offerings providing software applications and services that enhance or supplement WSIPC's standard software. The cost for these optional services will be in addition to the normal FTE fee.

Systems and Network Infrastructure

9.1. Standards

- 9.1.1. Licensee Purchase. Licensee shall purchase systems and network infrastructure as is reasonably necessary and defined in the Operational Level Agreement, Systems Requirements Specifications, to operate and support the WSIPC technology related services.
- 9.1.2. Maintenance. Upon the written request of Licensee WSIPC will provide maintenance for the Licensee's systems and network infrastructure as an optional service offering.

9.2. Purchasing.

- 9.2.1. Bidding. As authorized by RCW 28A.310.180(3) and 28A.320.080(3) (currently existing or hereafter amended), group purchasing and bidding for data processing equipment and services, or related equipment and services, will be part of the activities of WSIPC. Formal bidding will occur when necessary to satisfy 28A.58.135 RCW (currently existing or hereinafter amended). Licensee may participate in such bidding/purchasing, but will not be required to do so for any particular item(s). WSIPC represents and warrants it has complied with its statutory requirements under Washington law regarding notice for all bids or proposals for goods or services subject to this Agreement. WSIPC further represents and warrants it either posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or has provided an access link to the notice on the State of Washington's web portal. The bid documents specified that the bid would be posted on the website of WSIPC, and WSIPC has maintained copies of the web posting and has records of the dates that it was posted on the website.
- 9.2.2. Purchase. Licensee may elect to purchase equipment, supplies, and services, which are available from WSIPC in addition to the Software, Documentation, or other items specified in this Agreement.

10. Training – Licensee Support Staff to WSIPC Software Users

The Licensee Support Staff shall be responsible for training WSIPC Software Users of the Licensee as described in the Operational Level Agreement.

11. Billable / Non-Billable Activities Definition

Activities associated with billable and non-billable activities are defined in the Operational Level Agreement.

12. Miscellaneous

Any notice or other communication that modifies this Agreement given by either party to the other party will be deemed to be properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement and to the attention of the person that executed this Agreement on behalf of such party. Either party may from time to time change such address by giving the other party notice of such change in accordance with this paragraph.

Date: April 25, 2008.

LICENSEE:

Bellingham School District Data Center

By: Kenneth Whelan Ed.D.
Its: Superintendent of Schools

Address: 1306 DuPont
Bellingham, Wa
98225

WSIPC:

WASHINGTON SCHOOL INFORMATION
PROCESSING COOPERATIVE

By: George Horner
Its: Assistant Director

Address: Mr. George Horner
WSIPC
2121 W. Casino Road
Everett, WA 98204-1472