

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("*Agreement*"), dated as of January 1, 2014 (the "*Effective Date*"), is made and entered into by and between TEACHERMATCH, LLC, a Delaware limited liability company ("*Service Provider*") and Santa Barbara Unified, a public school district created pursuant to the laws of the State of California (the "*Customer*"). Service Provider and Customer are collectively referred to as the "*Parties*" and individually as a "*Party*".

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them in Exhibit A.

2. **Educator's Professional Inventory (EPI).**

2.1 **Description.** Educator's Professional Inventory ("*EPI*") is a web-based software as a service (SaaS) system (as more particularly described in Exhibit B) developed by Service Provider that reviews teacher applicants (each, a "*Teacher Candidate*") using proprietary analytical processes based in part on Candidate Qualification Data and Candidate Portal Data. EPI will provide analysis and information on Teacher Candidates across the following four dimensions (the "*Candidate Dimensions*"): experience/qualifications; general cognitive ability; teaching skill; and attitudinal factors. Customer acknowledges and agrees that the Candidate Dimensions reflect a means of categorizing various qualifications and performance expectations the Customer has of its teachers. As part of the EPI, Customer will receive various reports and information resulting from the EPI (the "*Customer Reports*"), including, but not limited to, a report which will rank order or group Teacher Candidates for a particular position into one of a number of categories (the "*Grouping Report*") and a report providing a summary of each Teacher Candidate's strengths and weaknesses (the "*Candidate Report*"). In accordance with the User Materials and the terms and conditions of this Agreement, the Candidate Report may be used by Customer to tailor the Teacher Candidate interview process or as a tool in developing initial professional development plans for newly hired teachers. The EPI together with the Additional Services, as further defined in Section 6 and Exhibit G shall, for the purposes of this Agreement, constitute the "*Services*."

2.2 **License.** Service Provider grants to Customer a nonexclusive, nontransferable license, during the term of this Agreement, to allow its Teacher Candidates and Authorized Users to access and use the EPI on its behalf solely for Customer's use and solely for the benefit of Customer. This license is subject to Customer's and its Authorized Users' compliance with the terms and conditions set forth in this Agreement.

2.3 **Customer Additions.** The Customer may request to include certain additional Teacher Candidate information requests in the EPI ("*Customer Requested Additions*") as an Additional Service for the Fee set forth in Exhibit H. The Customer Requested Additions are subject to written approval in advance by Service Provider, which approval may be granted or

withheld in Service Provider's sole discretion. Any approved Customer Requested Additions (as approved, "*Customer Additions*") shall be included in the EPI and responses to Customer Additions by Teacher Candidates shall be included in the Candidate Portal Data; provided, however, in no event shall the Customer Additions affect the proprietary analytical processes performed by the EPI. The Customer Reports shall include the Candidate Portal Data derived from the Customer Additions.

2.4 Restrictions. Customer may only use the EPI strictly in accordance with Employment Laws, Data Privacy and Security Laws, the User Materials, and any other restrictions and requirements set forth in this Agreement. Customer acknowledges that while the EPI and the Customer Reports may be used as a factor in Customer's hiring decisions, it is not designed to be nor shall it be utilized as the substantial or sole factor in such hiring decisions, but rather, it shall be used in conjunction with other selection processes, including Teacher Candidate interviews. Furthermore, Customer acknowledges and agrees that the EPI and the Customer Reports are only designed to be used to provide information in connection with the hiring of new teachers and is not designed and shall not be used for evaluating existing Customer employees for new or vacant positions (including those teacher candidates that are seeking a transfer from one school to another within the district), for employee performance evaluations, or for any other purpose relating to existing Customer employees.

2.5 Service Suspension. Service Provider reserves the right at any time with notice to Customer to suspend access to the EPI by Customer, Teacher Candidates, or Authorized Users to the extent that Service Provider reasonably believes such party or person is accessing or using the EPI in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Service Provider be required to monitor or supervise the use of the EPI by Customer, Teacher Candidates or Authorized Users and compliance with the terms of this Agreement by each of Customer, Teacher Candidates and Authorized Users shall at all times be and remain Customer's responsibility.

3. Candidate Data.

3.1 Provision of Candidate Data. Customer hereby authorizes Service Provider to obtain and maintain the Candidate Data. Customer agrees that it will provide the Teacher Performance Data as more particularly set forth in Exhibit C in accordance with the submission schedule set forth in Exhibit C. Customer also authorizes Service Provider to obtain Teacher Performance Data, if available, from Assessment Vendors, and will execute such documents or take such further actions to effectuate this authorization. Customer will continue to submit and permit Service Provider to obtain the Teacher Performance Data through and including the date which is three (3) years after the date on which this Agreement expires or terminates, provided that Service Provider may only use such data for the review, evaluation, and improvement of the EPI. Furthermore, Customer understands and agrees that it may be required to provide to Service Provider, in limited instances certain Candidate Qualification Data in order to minimize duplicative information requests of the Teacher Candidates through the Candidate Portal.

3.2 Customer Data Protection and Verification. Customer shall protect Candidate Qualification Data and Teacher Performance Data from loss by maintaining back-ups of all such

data and routinely updating such back-ups. Service Provider shall not be liable for any losses or damages resulting from the loss or corruption of any Candidate Qualification Data and Teacher Performance Data. Furthermore, Service Provider makes no representations concerning, and shall not be liable for, the accuracy, completeness, authenticity, validity, or utility of any Candidate Data supplied by Customer, Teacher Candidates or Authorized Users or any incorrect Customer Reports resulting from such inaccurate or incomplete Candidate Data. Any verification of the Candidate Qualification Data and Teacher Performance Data shall be the sole and absolute responsibility of Customer, provided, however, Customer acknowledges and agrees that Service Provider may, at Service Provider's sole discretion, independently verify for accuracy the Teacher Performance Data. Customer shall cooperate with Service Provider's efforts to independently verify the Teacher Performance Data.

3.3 Data Privacy and Security Law Compliance. Customer represents and affirms to Service Provider that it has a current demonstrable educational or administrative interest in all Candidate Data that Service Provider is authorized to obtain and maintain pursuant to this Agreement, including Candidate Data that will be maintained by Service Provider to permit comparative data analyses for the review, evaluation and improvement of the Services. The Services are institutional services and functions for which Customer would otherwise use its own employees, if not for this Agreement with Service Provider. In performing the Services, Service Provider shall be under the direct control of Customer in accordance with the terms of this Agreement with respect to Service Provider's use and maintenance of education records, as defined in FERPA. Customer considers Service Provider a "school official" as defined in FERPA (34 CFR 99.31(a)(1)), with a legitimate educational interest in improving instruction on behalf of Customer.

4. Access to the EPI and Use of Candidate Data.

4.1 Access to and Use by Customer. Customer Reports will be posted to and accessible to Customer and its Authorized Users through a Customer-specific log-in and web portal (the "*Customer Portal*"). Customer shall designate (a) the individuals that will have access to the Customer Portal (the "*Authorized Users*") and (b) of the Authorized Users, one who has been designated by the Customer's chief executive officer to have primary authority over access to the Customer Portal (the "*Super Administrator*"). The Super Administrator as of the Effective Date is identified in Exhibit D. The Customer may change the designation of the Super Administrator from time to time with notice to Service Provider. The Super Administrator will: (a) control access to the Customer Portal; (b) require the use of secure passwords controlled by the Super Administrator for access to the Customer Portal; and (c) set up, update, and manage secure passwords to ensure access to the Customer Portal only by Authorized Users. Customer will adopt and maintain appropriate security precautions to prevent the disclosure of passwords to, and use by unauthorized persons. Customer will report to Service Provider any known breaches of security and access control protocols.

4.2 Access to and Use by Teacher Candidates. Teacher Candidates will enter such information, as specified by Service Provider, through a teacher-specific log-in and web portal (the "*Candidate Portal*"). Customer will follow all procedures included within the User Manual with respect to the Candidate Portal, including the use of the Disclaimer (prepared and provided

by Service Provider), with which all Teacher Candidates must acknowledge agreement prior to entering the Candidate Portal. The Super Administrator will have primary authority and responsibility over access to the Candidate Portal. The Candidate Portal will only be accessible to Teacher Candidates through a secure web portal that requires the use of secure Passwords controlled by the Super Administrator. Customer will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the Teacher Candidate. Customer will not identify Service Provider, except with Service Provider's prior written approval. Furthermore, through the Candidate Portal, the Teacher Candidate will be given the option of either (i) agreeing to allow Service Provider to share its respective Candidate Data with other school districts or potential employers ("*Authorized Teacher Candidates*") or (ii) electing not to share its respective Candidate Data with other school districts or potential employers. The terms and conditions regarding the sharing of Candidate Data with other school districts are further described in Section 4.3(b).

4.3 Access to and Use by Service Provider.

(a) Customer authorizes Service Provider to use the Candidate Data, including aggregating such Candidate Data with other data and information, for purposes of performing, evaluating, improving or enhancing the Services. Service Provider will restrict access to Candidate Data to only those Service Provider staff or subcontractors required to access the Candidate Data in order to perform the services set forth in this Agreement and evaluate, improve or enhance the Services (the "*Service Provider Agents*"). Service Provider Agents include, without limitation, any subcontractors engaged by Service Provider to host or obtain Candidate Data pursuant to the terms and conditions of this Agreement, as such subcontractors are identified in Exhibit E, which includes a statement as to each named subcontractor's legitimate interest in hosting, obtaining or accessing Candidate Data pursuant to the terms and conditions of this Agreement and in accordance with FERPA (34 CFR 99.32(b)(1)). Exhibit E may be amended from time to time by Service Provider, with notice to Customer. Service Provider will instruct all Service Provider Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Service Provider Agents to comply with applicable provisions of the Data Privacy and Security Laws. Service Provider will not disclose Candidate Data to anyone other than Service Provider Agents except, upon the prior written consent of Customer, to a party authorized to receive the Candidate Data in accordance with Data Privacy and Security Laws.

(b) Customer understands and agrees that Service Provider may share Candidate Qualification Data and Candidate Portal Data relating solely to the Authorized Teacher Candidates ("*Authorized Candidate Data*") with other school districts or other potential employers, provided, however, such Authorized Candidate Data shall not be shared with other school districts or other potential employers until the earlier to occur of: (i) a decision not to hire the Authorized Teacher Candidate or (ii) 30 days after the applicable Authorized Teacher Candidate completes the application process through the Candidate Portal if and only if the Teacher Candidate initiated their first account with Service Provider through the link provided by Customer.

5. Support Services; Service Levels.

5.1 Support Services. Service Provider will use commercially reasonable efforts to provide the Support Services to Customer as more specifically set forth in Exhibit F attached hereto.

5.2 EPI Availability. Customer understands and agrees that the EPI may be inaccessible by Customer during periods of routine scheduled maintenance, the resolution of Errors (as defined in Exhibit F) and unavailability caused by Events of Force Majeure (as defined in Section 13.4), including, without limitation, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control. In the event of a service interruption, Service Provider shall use diligent and commercially reasonable efforts to repair and restore the EPI, provided that no such failure or interruption of the EPI shall entitle Customer to terminate this Agreement or abate any such fees due and owing to Service Provider under this Agreement, except as further provided in Section 12.2.

6. Additional Services. Service Provider agrees to provide and Customer agrees to pay for, as part of the Fee, the additional services as set forth on Exhibit G and any such other services as may be agreed upon by Customer and Service Provider during the term of this Agreement (the "*Additional Services*"). Customer may deliver a written services request to Service Provider for any additional services not included on Exhibit G, and Service Provider shall provide Customer with the applicable fees for such additional services within fifteen (15) days of receipt of Customer's request. Service Provider will have no obligation to provide such additional services prior to Customer's and Service Provider's written agreement on the additional services to be provided and the fees associated therewith.

7. Fees and Payment. As compensation for the Services, Customer shall pay to Service Provider (i) the fees for the EPI; and (ii) any additional fees agreed to by the Parties for the Additional Services (collectively, the "*Fee*"), as set forth in Exhibit H. Service Provider shall submit invoices for the Fee, pursuant to the Fee payment schedule set forth in Exhibit H to Customer at the address for notice provided in Section 13.6 of this Agreement. Payment will be due within thirty (30) days of the date Customer received the invoice. The Fee or any other amounts payable by Customer to Service Provider under the terms of this Agreement not received within ten (10) days after the due date (the "*Delinquency Date*") thereof shall automatically (and without notice) incur a one time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Service Provider in the event of material breach by Customer of any of the terms and conditions of this Agreement set forth in Section 9.2, any Fee or other charges payable by Customer to Service Provider and not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "*Delinquency Interest Rate*" of fifteen percent (15%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

8. Customer Responsibilities.

8.1 Authorized Users. Customer will: (a) remain responsible for all obligations under this Agreement arising in connection with its Authorized Users' use of the Service and Customer Portal, including, without limitation, compliance with Data Privacy and Security Laws (including applicable state laws governing the privacy and security of Personally Identifiable Information); (b) remain responsible for all obligations under this Agreement arising in connection with the Teacher Candidates' use of the Candidate Portal, including, without limitation, compliance with Employment Laws; and (c) be liable for any act or omission by any of its Authorized Users or Teacher Candidates, which if performed or omitted by Customer, would be a breach of this Agreement; and any such act or omission of any Authorized User will be deemed to be a breach of this Agreement by Customer.

8.2 Customer Systems Integration. Customer acknowledges that use of the EPI may be enhanced through integration of the EPI, Customer Portal and Candidate Portal with Customer's existing information technology systems ("*Customer Systems Integration*"). Customer will be solely responsible (a) for all activities, costs and expenses associated with Customer Systems Integration, in consultation with Service Provider in the set-up, integration and activation of the EPI, Customer Portal and Candidate Portal for Customer; and (b) to provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the EPI and Customer Portal and for the Teacher Candidates to access and use the Candidate Portal. If, as a result of a Customer Systems Integration, sign-on to the Candidate Portal or Customer Portal is through a system other than EPI, then the Customer shall ensure that access to and the security of such system meets the requirements of Sections 4.1 and 4.2 of this Agreement. At Customer's election and as an Additional Service for the additional fee set forth in Exhibit H, Service Provider will be responsible for completing the Customer Systems Integration in cooperation with Customer. Customer is responsible for the security of the computer systems of Customer and its Authorized Users and the security of the access to and connection with the EPI by Customer, its Authorized Users and the Teacher Candidates.

8.3 Authorization; Noninfringement; Transmission of Candidate Data.

(a) Customer is responsible for obtaining all authorizations, consents, releases, and permissions necessary or desirable to store the Candidate Data in the EPI, to use the EPI to process and store Candidate Data and to receive the Customer Reports and any other Services to be provided by Service Provider under this Agreement.

(b) Customer and its Authorized Users will not submit any Candidate Data or use the services provided under this Agreement in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations, including without limitation Data Privacy and Security Laws (including applicable state laws governing the privacy and security of Personally Identifiable Information), or any judicial or administrative orders.

(c) When transmitting Candidate Data and receiving the Customer Reports, Customer and its Authorized Users shall use transmission methods that conform to Service Provider's specifications and requirements as described in this Agreement and User Materials. Customer shall be responsible for acquiring at its own expense all equipment needed for such transmission, and shall bear all costs associated with the method of transmission used.

8.4 No Interference with Service Operations. Customer will not take any action, and will prohibit its Authorized Users from taking any action, that: (a) interferes or attempts to interfere with the proper working of the EPI or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the EPI; or (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the EPI or features that prevent or restrict use, access to, or copying of any Candidate Data or Service Provider Data, or enforce limitations on use of the EPI, Candidate Data, or Service Provider Data. Further, Customer will take reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the Service Provider's environment and the EPI.

8.5 Customer Hiring Practices. Customer shall be solely responsible for ensuring that its use of the Services, Candidate Data and any Customer Reports and the hiring of individuals based in part on the Services, Candidate Data and any Customer Reports complies with all applicable Employment Laws. Customer shall be responsible for ensuring that each Teacher Candidate who participates in the EPI and provides requested data, answers or information, does so voluntarily and of their own free will, and that each Teacher Candidate understands and agrees that any information or assessment may be used or disclosed by Customer or a contractor of Customer to evaluate the individual for a teaching position or to evaluate, improve or enhance the Customer's hiring and employment practices. Customer agrees to promptly notify Service Provider of its hiring decision with respect to each Teacher Candidate. Customer shall defend and hold harmless Service Provider from and against any claim asserted by a Teacher Candidate or other third party based on Customer's screening and hiring practices, compliance with Employment Laws, or misuse of the Services.

8.6 Participation in Research, Frequent Access to Users, and Providing Referrals to Other Potential Pioneer Districts. Customer is interested in research. As such, Customer agrees to enter into an authentic partnership with Service Provider. This partnership includes allowing the Service Provider to conduct research with existing teachers and district personnel to improve the EPI and to potentially create new tools for other roles. It also includes providing student data tied to the teachers who participate. Customer agrees to encourage existing personnel to participate. This encouragement is provided by district leaders, principals, district partners and others who have access to personnel and access to email lists and other forms of contact information will be provided. This research not only improves the tool overall, but further customizes the tool to the local context. Additionally, Customer agrees to allow Service Provider to reach out to and focus group with users to improve usability.

9. Term and Termination.

9.1 Term. This Agreement will be effective for an initial term of one (1) year commencing on the Effective Date and expiring on January 1, 2015 ("**Initial Term**"). This Agreement will thereafter renew automatically in three (3) successive one-year increments, with each such one-year increment expiring on the anniversary of the expiration date of the Initial Term, unless terminated by either Party on not less than sixty (60) days notice prior to the end of the then-current term.

9.2 Termination.

(a) Each Party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such breach within the applicable notice period. Further, if Customer is in material breach of this Agreement beyond the applicable notice and cure period, Service Provider, in addition to its termination right, shall have the right to suspend Customer's access to and use of the Services, including without limitation, the right to withhold the Customer Reports, without additional notice to Customer, until such breach is cured.

(b) Notwithstanding Section 9.2(a), either Party may terminate this Agreement immediately upon written notice to the other Party if such other Party violates the scope or any restriction on its license under Section 2.2 above or its obligations hereunder with respect to Confidential Information or otherwise uses the Services in violation of this Agreement or the Data Privacy and Security Laws.

9.3 Effect of Termination; Destruction of Information.

(a) Upon termination for any reason, all licenses granted hereunder to Customer will automatically terminate, and Service Provider will immediately disable and discontinue Customer's access to and use of the Services without additional notice to Customer.

(b) The provisions of 3.2, 7, 8.1, 8.3, 8.4, 8.5, 8.6, 9.3, 10, 11, 12 and 13.5 through 13.14 of this Agreement (together with any other provisions of this Agreement that by their sense and context are intended to survive termination) will survive any expiration or termination of this Agreement.

10. Proprietary Rights.

10.1 Candidate Data. Customer grants to Service Provider a non-exclusive, perpetual license to use the Candidate Data for the purposes set forth in this Agreement, including, without limitation, in order to permit comparative data analyses for the review, evaluation and improvement of the Services. Subject to the foregoing, Customer will retain all ownership and other rights that it may have in the Candidate Data.

10.2 Feedback. To the extent that Service Provider receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Services ("**Feedback**"), Service Provider may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

10.3 EPI. Service Provider represents and warrants that it has full right, title and interest in and to the EPI and that it has the requisite power and authority to grant the license to Customer on the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be deemed to grant to Customer any rights in the EPI or any of Service Provider's intellectual property or proprietary rights, other than the limited license set forth in Section 2.2. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold Customer, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest harmless from and against any claims, liabilities, losses, suits, and damages asserted by any third party that the EPI infringes or misappropriates any patent, copyright, trade secret or trademark of a third party.

11. Confidential Information.

11.1 Release Under Public Disclosure Laws. The Parties understand that while portions of this Agreement, its attachments, and the Customer Reports may be public documents and may be subject to disclosure under applicable state disclosure laws, other portions may be exempt from disclosure due to their proprietary and/or confidential nature. In the event the Customer receives a request to disclose all or any portion of this Agreement, the Customer Reports, or any other documents relating to the Services under applicable state disclosure laws, Customer will immediately notify Service Provider of such request and allow Service Provider to redact all proprietary and/or confidential information from the requested documents prior to disclosure. The Customer will only release the redacted version of such documents and the Service Provider will defend, at its own costs, any challenges to such redactions.

11.2 Obligations. The Parties acknowledge that the Services require disclosure by each Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") of certain of the Disclosing Party's Confidential Information. With respect to Confidential Information of the Disclosing Party that is disclosed to the Receiving Party, the Receiving Party shall, subject to the exceptions stated herein:

(a) maintain and protect the confidentiality of the information with the same degree of care and measures to avoid unauthorized disclosure or access as the Receiving Party uses with its own Confidential Information, but in no event less than a reasonable standard of care;

(b) use the information solely to carry out the purposes for which the information was disclosed; and

(c) limit access to the information to: (i) employees of the Receiving Party, or of its subsidiaries or affiliates, who have a need to know to facilitate, monitor or review the delivery, receipt or performance of the Services; (ii) employees of the Receiving Party's contractors, suppliers or licensors who have a need to know the information solely for the purpose of facilitating the performance, delivery or use of the Services; and (iii) the Receiving Party's external attorneys and auditors. The Receiving Party shall remain responsible to the Disclosing Party for acts or omissions of such individuals that if committed by the Receiving Party would constitute a violation of the Receiving Party's confidentiality obligations hereunder. Notwithstanding the foregoing, nothing herein

shall be construed to authorize the disclosure of Personally Identifiable Information if such disclosure will violate any Data Privacy and Security Laws, or any other federal or state law or regulation.

11.3 Exceptions. The Receiving Party shall not be in violation of this Agreement for:

(a) disclosing Confidential Information of the Disclosing Party that (i) is or becomes publicly available other than as a result of a breach of this Agreement, (ii) is disclosed to the Receiving Party by a third party not subject to any obligation of confidentiality, (iii) was already known by the Receiving Party prior to the date of this Agreement (unless disclosed in connection with negotiations and discussions related to this Agreement or associated transactions), or (iv) was independently developed by the Receiving Party without reference to Confidential Information received from the Disclosing Party; or

(b) subject to provisions of Section 11.1 above, disclosing Confidential Information of the Disclosing Party when required to do so by (i) the Receiving Party's federal or state regulatory agencies, or (ii) a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure.

11.4 Remedies and Responsibilities. The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both Parties.

12. Warranty; Limitations; Disclaimer.

12.1 Limited Warranty. Service Provider warrants that the EPI will perform substantially as described in this Agreement and User Materials, provided that no such limited warranty shall apply in the event Customer makes any additions or alterations to the EPI. Service Provider does not warrant or represent that by using the EPI, Customer will be in compliance with Data Privacy and Security Laws, Employment Laws, or any other federal, state or local law or regulation. Customer's sole and exclusive remedy for breach of warranty shall be for Service Provider to either re-perform the Services or provide Support Services in accordance with Section 5.1. Service Provider does not warrant that its electronic files containing Candidate Data are not susceptible to intrusion, attack, or computer virus infection, but given the confidential nature of much of this Candidate Data, Service Provider will implement reasonable and appropriate measures for the EPI (as determined by Service Provider and consistent with the

Data Privacy and Security Laws) designed to reasonably secure Candidate Data against accidental or unlawful loss, access or disclosure.

12.2 Service Limitations. The EPI may be temporarily unavailable from time to time due to Scheduled Maintenance, telecommunications interruptions, or other causes as more fully described in Section 5.2 above. Service Provider will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the EPI. Service Provider will not be liable for unauthorized access to or alteration, theft or destruction of Candidate Data through accident, fraudulent means or devices, or any other method unless and to the extent attributable to the wrongful actions of Service Provider.

12.3 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 12.1, SERVICE PROVIDER MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY SERVICE PROVIDER HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS, FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES AND FOR ITS COMPLIANCE WITH DATA PRIVACY AND SECURITY LAWS AND EMPLOYMENT LAWS. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

12.4 Limitations of Liability. IN NO EVENT WILL SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY SERVICE PROVIDER HEREUNDER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, CUSTOMER DATA OR ANY CUSTOMER REPORT, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (a) CUSTOMER'S DIRECT DAMAGES, ACTUALLY INCURRED; OR (b) THE FEE ACTUALLY RECEIVED BY SERVICE PROVIDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY

PRECEDING THE CLAIM; PROVIDED, HOWEVER, SUCH LIMITATION WILL NOT APPLY TO INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT PURSUANT TO SECTION 10.3 OR WILLFUL MISCONDUCT BY SERVICE PROVIDER. NOTWITHSTANDING THE FOREGOING, SERVICE PROVIDER'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY SERVICE PROVIDER IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPERFORMING THE SERVICES OR PROVIDING SUPPORT SERVICES. SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (i) RESULTING DIRECTLY OR INDIRECTLY FROM CUSTOMER'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY CUSTOMER; OR (ii) BY THIRD PARTIES, EVEN IF SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN.

13. General.

13.1 Assignment, Successors. Except in the event of a Permitted Transfer, Service Provider may not assign this Agreement, in whole or in part, to a third party. Notwithstanding anything to the contrary in this Section, Service Provider may assign its interest in this Agreement to (a) an affiliate (i.e., a corporation 50% or more of whose capital stock is owned by the same stockholders owning 50% or more of Service Provider's capital stock), a parent or subsidiary entity of Service Provider, or (b) to an entity to which Service Provider sells or assigns all or substantially all of its assets, stock, rights under its agreements with school district customers, or with which Service Provider may be consolidated or merged (each a "*Permitted Transfer*"). In the event of a Permitted Transfer, such transferee or new entity will expressly assume the Service Provider's rights and obligations under this Agreement as of the date of the transfer. No right or license under this Agreement may be assigned or transferred by Customer, nor may any duty be delegated by Customer without Service Provider's prior written consent. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and Service Provider.

13.2 Records Audit. Service Provider shall establish and maintain records pertaining to Customer's use of the Services including, without limitation, security and access logs. Customer shall have the right, at Customer's expense, to audit, review and copy such records upon reasonable notice to Service Provider and at reasonable times.

13.3 Subcontracting. Subject to the requirements of Section 4.3 of this Agreement, Service Provider may freely subcontract its duties and obligations under this Agreement. In the event that Service Provider subcontracts any of its duties and obligations, Service Provider agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality

consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Customer and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and Data Privacy and Security Laws, and (ii) any such permitted subcontracting shall not release Service Provider from any of its obligations under this Agreement.

13.4 Force Majeure. Notwithstanding any other provision of this Agreement, Service Provider shall not be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to circumstances beyond Service Provider's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor unrest or problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control (collectively, "*Events of Force Majeure*").

13.5 Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the Parties hereto shall be governed by the internal laws of the State of Illinois, excluding its principles of conflicts of laws.

13.6 Notice. Any notice or communication required or permitted to be given under this Agreement will be in writing and will be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices will be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices will be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party will have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received. All notices will be addressed as follows:

If to Service Provider

Teacher Match, LLC
4611 N. Ravenswood, Unit 207
Chicago, IL 60640
Attn: Donald J. Fraynd, PhD, Chief Executive Officer

With a copy to:

Holland & Knight LLP
131 S. Dearborn St., 30th Floor
Chicago, Illinois 60603

Attn: Jonathan Furr

If to Customer:

Santa Barbara Unified
720 Santa Barbara Street
Santa Barbara, CA 93101
Attn: Margaret Christensen

13.7 Independent Contractor. Service Provider is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of the Customer and Service Provider shall be deemed to constitute a partnership, joint venture, or any other relationship between the Customer and Service Provider except as is limited by the terms of this Agreement.

13.8 Entire Agreement; Amendments. This Agreement, together with the attachments hereto, constitutes the entire agreement between Service Provider and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. This Agreement, including the exhibits hereto, may be amended only by an instrument in writing executed by the Parties or their permitted assignees.

13.9 Construction of Agreement; Headings. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

13.10 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

13.11 Publicity. Neither Party will issue any press releases, media statements, press or media interview, or presentations about this Agreement without the prior written consent of the other Party, provided that either Party may publicly acknowledge that Customer is a customer of Service Provider with respect to the Services.

13.12 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement is entered into solely between, and may be enforced only by, Customer and Service Provider. This Agreement will not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, students, suppliers and customers of a Party, or to create any obligation of a Party to any such third parties.

13.13 Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of

this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

13.14 Attorneys' Fees. In any proceedings between the Parties to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment, and costs incurred in mediation, arbitration and on appeal.

13.15 Exhibits. The following exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement:

Exhibit A	Defined Terms
Exhibit B	EPI Description
Exhibit C	Candidate Data
Exhibit D	Super Administrator Designation
Exhibit E	Service Provider Subcontractors
Exhibit F	Support Services
Exhibit G	Additional Services
Exhibit H	EPI Fee Structure

13.16 Counterparts; Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or a scanned printable document format (pdf) of a Party's signature shall be sufficient to bind such Party.

[Signature Page Follows]

IN WITNESS WHEREOF, Service Provider and Customer hereby agree to all terms of this Agreement effective as of the Effective Date.

<p>Service Provider: Teacher Match, LLC</p> <p>By: <u>Don Fraynd</u></p> <p>Name: Donald Fraynd PhD</p> <p>Title: CEO</p> <p>Date: 12.18.2013</p>	<p>Customer: Santa Barbara Unified</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Meq Pette</u></p> <p>Title: <u>Assistant Superintendent Business</u></p> <p>Date: <u>1/10/14</u></p>
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EXHIBIT A
Defined Terms

"Additional Services" is defined in Section 6 of this Agreement.

"Agreement" is defined in the first paragraph of this Agreement.

"Assessment Vendor(s)" means any entity(ies) which performs student assessment services for the Customer.

"Authorized Candidate Data" is defined in Section 4.3 of this Agreement.

"Authorized Teacher Candidate(s)" is defined in Section 4.2 of this Agreement.

"Authorized Users" is defined in Section 4.1 of this Agreement.

"Candidate Data" means all information, records, files, and data relating to the Teacher Candidates, including, without limitation, Candidate Qualification Data, Candidate Portal Data, and Teacher Performance Data.

"Candidate Dimensions" is defined in Section 2.1 of this Agreement.

"Candidate Portal" is defined in Section 4.2 of this Agreement.

"Candidate Portal Data" means data gathered through the Candidate Portal directly from the Teacher Candidates, which may include some Candidate Qualification Data and may include responses relating to Customer Additions.

"Candidate Qualification Data" means data relating to Teacher Candidates qualifications, such as work history, education and other information typically gathered during an application process.

"Candidate Report" is defined in Section 2.1 of this Agreement.

"Confidential Information" means: (i) Personally Identifiable Information contained in Candidate Data; (ii) Service Provider's Teacher Candidate assessment processes and items; (iii) the Customer Reports; (iv) Service Provider's software and software specifications; (v) detailed descriptions of the EPI and any analytical processes associated therewith; and (vi) any other documentation or information which is marked as "proprietary" or "confidential," or supplied with a contemporaneous oral or written confidential designation, or know by the Customer to be confidential or proprietary information of the Service Provider.

"Customer" is defined in the first paragraph of this Agreement.

"Customer Additions" is defined in Section 2.3 of this Agreement.

“Customer Portal” is defined in Section 4.1 of this Agreement.

“Customer Reports” is defined in Section 2.1 of this Agreement.

“Customer Requested Additions” is defined in Section 2.3 of this Agreement.

“Customer Systems Integration” is defined in Section 8.2 of this Agreement.

“Data Privacy and Security Laws” means all applicable federal or state laws, statutes, or regulations by any United States federal or state government entity governing the privacy and security of Personally Identifiable Information, social security numbers, and security breach notification relating to Personally Identifiable Information (including, without limitation, FERPA).

“Delinquency Date” is defined in Section 7 of this Agreement.

“Delinquency Interest Rate” is defined in Section 7 of this Agreement.

“Disclaimer” means the statement prepared and provided by Service Provider to Customer to be incorporated into the Candidate Portal, with which all Teacher Candidates must acknowledge agreement prior to entering the Candidate Portal, which Service Provider may periodically revise.

“Disclosing Party” is defined in Section 11.2 of this Agreement.

“Effective Date” is defined in the first paragraph of this Agreement.

“Employment Laws” means all applicable federal, state, and local laws, statutes, ordinances, regulations, rules, executive orders, or other decree of or by any government entity, or any authority, department or agency thereof governing wages, hours, working terms and conditions, equal employment and affirmative action, discrimination in hiring and employment, unionization and collective bargaining.

“EPI” means the software as a service (SaaS) system as more fully described in Section 2.1 and Exhibit B to this Agreement.

“Errors” is defined in Exhibit F of this Agreement.

“Events of Force Majeure” is defined in Section 13.4 of this Agreement.

“Fee” is defined in Section 7 and Exhibit H of this Agreement.

“Feedback” is defined in Section 10.2 of this Agreement.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the regulations promulgated thereunder.

"Grouping Report" is defined in Section 2.1 of this Agreement.

"Initial Term" is defined in Section 9.1 of this Agreement.

"Malicious Code" means (a) any code, program, or sub-program whose known or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the EPI or related software, code, program, or sub-program, itself, or (b) any device, method, or token, of which one of its intended purposes is to permit a person to circumvent the normal security of the EPI or the system containing the code.

"Parties" means Customer and Service Provider. **"Party"** means either Customer or Service Provider.

"Permitted Transfer" is defined in Section 13.1 of this Agreement.

"Personally Identifiable Information" means any information defined as personally identifiable information under FERPA.

"Receiving Party" is defined in Section 11.2 of this Agreement.

"Service Provider" is defined in the first paragraph of this Agreement.

"Service Provider Agents" is defined in Section 4.3 of this Agreement.

"Service Provider Data" means all information, records, files, and data created, generated, or collected by Service Provider outside the performance of its Services under this Agreement and not in breach of this Agreement. Service Provider Data does not include Candidate Data.

"Service Provider Materials" means all Service Provider Confidential Information, specifications, manuals, tapes, programs, documentation, reports, report formats, systems and software (including without limitation, relating to the Services) and other tangible or intangible material of any nature whatsoever used, developed or produced by Service Provider in connection with the Services and this Agreement.

"Services" is defined in Section 2.1 of this Agreement.

"Super Administrator" is defined in Section 4.1 of this Agreement.

"Support Services" means those technical support and maintenance services provided by Service Provider to Customer under this Agreement and as set forth in Exhibit F.

"Teacher Candidate" is defined in Section 2.1 of the Agreement.

“Teacher Performance Data” means data relating to Teacher Candidates’ performance following a positive hiring decision, including data gathered from the Customer (as more particularly described in Exhibit C) and data gathered directly from any Assessment Vendor.

“User Materials” means any on-line help files, written technical instructions, or other written instruction manuals regarding the use of the EPI provided by Service Provider, as may be amended and updated from time to time.

EXHIBIT B
EPI Description

The Educator's Professional Inventory (EPI) is an assessment that measures the likelihood that a teacher candidate will meet with success if hired. This game-changing tool is built on cutting-edge technology and the most influential, nationally recognized research on education. After teachers submit their applications and résumés, they take the EPI, which uses predictive analytics to evaluate the qualities common to high performing teachers. The EPI significantly narrows the field, ensuring that your time is spent interviewing statistically high-potential candidates rather than sorting through résumés. Once a teacher is hired, our technology platform creates a personalized development plan, setting your new hire up for success.

EXHIBIT C
Candidate Data

Data to be provided by Customer to Service Provider within 3 weeks of it being available to Customer either from their own system, from student assessment vendor, state, or other entities.

Data Element	Data Description
District/School aggregated Demographics	For system setup and research
District Name/State ID	Official Name
School Names/State ID	Official Name
Locale	Urban/Rural
Student Absence Excused Rate	Averagely Daily Absence Excused
Student Absence Unexcused Rate	Averagely Daily Absence Unexcused
Student Attendance Rate	Averagely Daily Attendance
Student Homeless	Percent of Homeless by school and district
Student IEP status	Percent of IEP by school and district
Student LEP status	Percent of LEP by school and district
Student Race/Ethnicity	Percent of each race/ethnicity by school and district
Student Suspension Rate (In School/Out Of School)	Percent of students suspended
Standardized Assessments Administered	Assessment official names for all district level of standardized assessments.
Standardized Assessments Dates	Dates or date ranges for each assessment
Standardized Assessments Grade Levels	Grade level of the students take each assessment
Standardized Assessments Subjects	Subjects of each assessments
Standardized Assessment Scores	For every student that took the assessment
Enrollment by Grade Level by school	
Number of teachers by school	
Teacher Records	For eligibility and research
Teacher ID	Used for linking teacher to classes taught. Must unique in district.
Teacher First Name	Legal First Name
Teacher Last Name	Legal Last Name
Teacher Middle Name	Legal Middle Name
Teacher grade levels taught	If applicable
Teacher email address	Email address in the district/school domain
Teacher years of teaching	Years of full time teaching
Teacher Subject taught	Academic course subjects

Teacher Course taught	Academic course names and course codes
Teacher Course Roster (by student ID)	List of student ID's in a course taught by the teacher
Teacher Responsible for Assessment Scores	Yes/No for each ID in the roster
Student Records	For research
Student School Name and ID	Official School Name and State ID
Student ID	One unique id per student within the district
Student Gender	
Student Free and Reduced Lunch Status	Free, Reduced or blank
Student Gifted	Yes or No
Student Race/Ethnicity	Use 7 Federal categories if possible
Student LEP status	Yes or No
Student IEP Status	Yes or No
Student Final Course Drop Date	Did not return to the class after this date. For all required years
Student First Course Enroll Date	For all required years
Student Course Name /Code	For all required years
Student Course Subject	For all required years
Student School Year/Term	For all required years
Student Teacher ID	Same ID as in Teacher Record. For all required years
Student Grade Level at time of test(s)	For all required years
Student Test Date(s)	For all required years
Student Test Name(s)	For all required years
Student Test Score(s)	For all required years
Student Test Score Type(s)	For all required years
Student Test Subject Name(s)	For all required years
Student Test Reliability Estimate	For all required years

EXHIBIT D
Super Administrator Designation

Margaret Christensen, Assistant Superintendent for Human Resources

EXHIBIT E
Service Provider Subcontractors

Service Provider may sub-contract with qualified individuals, institutions, and companies at its discretion and agrees to ensure proper contractual protections that comply with industry standard protections and laws stipulated above. The following sub-contractors are currently under contract with Service Provider. More can be added or deleted at Service Provider's discretion:

- University of Wisconsin – Madison Value-Added Research Center
- Education Analytics
- University of Chicago
- Dr. John Kercher, University of Utah
- Dr. Dan Woltz, University of Utah
- PsychoAnalytx
- Northwest Evaluation Association

EXHIBIT F
Support Services

Support Requests. Service Provider will provide support during its normal business hours in response to telephone and email queries from Customer as described in this Exhibit.

Email Support: clientservices@teachermatch.net

Phone Support: 888-312-7231

Error Resolution. If Customer identifies an Error, Customer will report the Error to Service Provider in accordance with Service Provider's support procedures. Customer will provide all information reasonably requested by Service Provider and will give Service Provider assistance and cooperation to enable Service Provider to properly perform the activities included in this Attachment. An "**Error**" is an event where the EPI does not perform substantially as described in this Agreement or the User Materials.

Service Provider will assign a category and work to resolve reported Errors as follows:

Severity 1: An Error that causes an emergency condition preventing access to or use of the EPI for its overall intended purposes. Service Provider will give first priority to resolving Severity 1 Errors. If Service Provider provides a workaround for a Severity 1 Error, it will be downgraded to a Severity 2 or 3 Error.

Severity 2: An Error that prevents the use of one or more functions of the EPI, but does not prevent Customer from accessing or using the EPI for its overall intended purposes. Severity 2 Errors will have priority for resolution over Severity 3 Errors.

Severity 3: An Error that does not significantly affect Customer's use of the EPI.

System Administrator. Customer will provide Service Provider a designated system administrator / support contact with all relevant contact information to respond to questions from Service Provider regarding the Teacher Match Service and Service Provider's provision of Services.

Support Exceptions. Service Provider will not be responsible or liable with respect to any problems or issues arising from (i) unauthorized or improper use of the EPI; (ii) modification, alteration or configuration of the EPI by or for Customer that has not been authorized in writing by Service Provider; (iii) hardware, software, technology or intellectual property which has not been provided by Service Provider pursuant to this Agreement; (iv) communications facilities; (v) any breach of this Agreement by Customer, or any act or omission of any Authorized User which, if performed or omitted by Customer would be a material breach of this Agreement; and/or (vi) any act or omission of Customer or any Authorized User that prevents, delays, disturbs or interferes with Service Provider's performance of its obligations hereunder.

EXHIBIT G
Additional Services

I. Additional Services to be Provided:

1 day of onsite training will be provided free of charge.

EXHIBIT H
EPI Fee Structure

Annual payments are due according to the schedule below.

Customer is receiving a special discounted rate for agreeing to participate as a research district and because they are first in their region. Payment is based on 14, 210 students. TOTAL: $\$2 \times 14,210 = \$28,420$.

Effective Date: January 1, 2014

First Payment of \$28,420 is due February 1, 2014.

Second Payment of \$28,420 is due February 1, 2015.

Third Payment of \$28,420 is due February 1, 2016.

Fourth Payment of \$28,420 is due February 1, 2017.