LICENSING AGREEMENT

This Agreement effective **July 1, 2012**, is made and entered into by **San Leandro Unified School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

(i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.

(ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.

(i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

I. License Fee. Licensee shall pay a fee of **$2,535**.

J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.

(i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

DTS will provide Spanish translation services for twelve (12) 2011-12 School Accountability Report Cards published during the 2012-13 school-year.

DTS will host the SARC for each school on a DTS file server and make the files available for download via a webpage at:

www.doc-tracking.com/screenshots/serve/4532/SARC

Creation/posting of SARCs will be completed by January 1, 2013 for the February 1 California deadline, provided that all school and district updates are complete, and DTS is notified by December 1, 2012.

One (1) business day will be added to the aforementioned deadline for every one (1) day delay of notification of completion to DTS.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Assistant Director
Document Tracking Services
6365 Nancy Ridge Drive
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: June 20, 2012

Licensee

By: _____

Date: _____

San Leandro Unified School District

Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2012 School Accountability Report Card, English & Spanish (Custom Template)
2. Others to be identified as needed.

June 20, 2012

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Re: Document Tracking Services

INVOICE #9457901

Pursuant to the licensing agreement between San Leandro Unified School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/12 to 6/30/13]: **12 schools and District Personnel = 13 sites** **License Agreement includes up to 5 documents**	$2,535

Template Setup (one-time fee)

2012 School Accountability Report Card, English & Spanish (Custom Template):	$0

Data Transfer (one-time fee)

From MS Word into Document Tracking Services:	$0

Translation Services

2011-12 Spanish School Accountability Report Card **$150 x 12 School Accountability Report Cards**	$1,800
Total Balance Due:	**$4,335**

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Assistant Director
Document Tracking Services
6365 Nancy Ridge Drive
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)