Quote #: 00004332

Addendum
to the Master Agreement

Schoolwires, Inc.
330 Innovation Blvd., Suite 301, State College, PA 16803
Phone: 814-689-1046 Fax 866-891-8612
www.schoolwires.com

Schoolwires SPIN Number: 143027372

District/Entity ("CLIENT") Name: San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94579 Customer ID [CA01001252]	**Student Enrollment:** B (2,001 - 20,000) **Term of Addendum:** 10 Months **Subsidized by Champions of Education Program?** Yes **Has Applied/Will Apply for E-Rate?** Yes **Start Date:**09/01/2013 **Expiration Date:** 06/30/2014

Amendment to the Master Agreement
This Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Addendum, Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services listed in Exhibit A, for the fees set forth in Exhibit A, for or during the period beginning with the Start Date of Addendum and ending on the Expiration Date of Addendum. In the event that the Expiration Date of this Addendum falls after the expiration date of the Agreement, then the Agreement is hereby renewed so that it shall remain in effect until the Expiration Date of this Addendum. This Addendum and the Agreement are subject to renewal in accordance with the relevant provisions of the Schoolwires Master Agreement Standard Terms and Conditions ("Standard Terms and Conditions"). In all other respects, the Agreement shall remain in full force and effect.

Fees and Payment Terms
Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services to the extent indentified in Exhibit A of this Addendum to the Master Agreement for the fees set forth in Exhibit A. Any amounts indicated in Exhibit A are in addition to all other amounts payable under the Agreement. In the event that this Addendum renews the Agreement beyond its current term, then for the periods specified in Exhibit A, the fees set forth in Exhibit A will include fees due for certain specified Licenses and Services which were acquired under the original Agreement as well as the additional fees due for any new Licenses and/or Services acquired hereunder. An invoice for the Initial Term will be issued upon receipt of the signed Addendum to the Master Agreement. Invoices are payable net 30 days from date of invoice unless otherwise specified. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Standard Terms and Conditions.

Client Accounts Payable Information

Is a PO Number Required? (Y/N) _____ PO Number: _____	Contact Name: _____ Contact Telephone Number: _____

Terms and Conditions
The Agreement, as amended hereby, includes the Exhibits which are attached hereto (as listed below) and is subject to the Incorporated Contract Documents (as listed below), each of which sets forth additional terms of the Agreement. If any term of this Addendum conflicts with any Incorporated Contract Document or the Agreement, then the terms of this Addendum shall control.

Incorporated Contract Documents
Standard Terms and Conditions, Terms of Use and Privacy Policy which can be found at http://help.schoolwires.com/welcome.
Champions of Education Underwriting Program which can be found at http://help.schoolwires.com/championsofeducation .
Centricity Supplement, End-User Requirements, Support Packages and Essential Package which can be found at http://help.schoolwires.com/centricityinfo.
Professional Services Definitions which can be found at http://help.schoolwires.com/professionalservices.

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:
Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services

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EXHIBIT A

Fees

	Unit Price	Units	Prorated 10 Months
Schoolwires Web Hosting Service			
Centricity2 Essential	$ 1,650.00	12.00 Site	$ 19,800.00
Professional Services (one-time)			
Centricity: Site Administrator Online Training	$ 360.00	2.00	$ 720.00
Consulting: Site Launch (Client Site: 3-day)	$ 5,400.00	1.00	$ 5,400.00
Creative: Sapphire Custom Template (Responsive)	$ 14,820.00	1.00 Project	$ 14,820.00
Training: Travel Expenses (Zone 5)	$ 1,900.00	1.00	$ 1,900.00
Activation: Centricity2 Essential Upgrade	$ 450.00	1.00	$ 450.00
Activation: Add-on Site	$ 180.00	9.00 Site	$ 1,620.00
Total			$ 44,710.00

- Project means a one-time professional services activity which is generally provided remotely for a specified fixed fee and according to Schoolwires' standard scope of services and practices.

- Site has the meaning defined in the Standard Terms and Conditions. Where Hosting Services are limited by a specified number of Sites, this Site limitation shall apply and shall serve as a limit on Client's right of use in the Schoolwires Web Hosting Service.

- The Schoolwires Web Hosting Service is comprised of: (i) a license to use the software product or package which is specified under the "Schoolwires Web Hosting Service" heading in the table (each specified product or package is "Licensed Software" for purposes of this Agreement); and (ii) the Hosting Services (as defined in the Standard Terms and Conditions).

- Details regarding the Schoolwires Web Hosting Service are provided in Exhibit B and, where applicable, in the relevant Incorporated Contract Document.

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EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential	
Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	2 GB per Site
Bandwidth	10 GB per month per Site

Template Library
Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

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By signing below, each of Schoolwires and Client represent that a) this Addendum has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has received and accepted the Standard Terms and Conditions and all other contract documents incorporated into or attached to this Addendum.

THE PARTIES have executed this Addendum through the signatures of their respective authorized representatives.

Schoolwires, Inc.

_____
Name of Authorized Schoolwires Officer

_____
Title

_____
Signature

_____
Date

San Leandro Unified School District

_____
Name of Authorized San Leandro Unified School District Representative

_____
Title

_____
Signature

_____
Date

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	Susan Tompkins

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