PCG Education
END-USER LICENSE AGREEMENT

This agreement is made on February 4, 2014, (the "**Effective Date**") by and between PUBLIC CONSULTING GROUP, INC., a Massachusetts corporation, with an office at 148 State Street Boston, MA 02109 (hereinafter called "**PCG**"), and San Leandro Unified School District at 14735 Juniper Street, San Leandro, CA 94579 (hereinafter called "**District**") and jointly referred to as the "**Parties.**"

Recitals
Whereas, the District is purchasing the right to use the Pepper online professional development system ("**Licensed Product**") subject to the terms and conditions of this End-User License Agreement ("**the Agreement**").

Whereas, this End-User License Agreement comprises the terms and conditions of use for the Licensed Product.

Whereas, any additional terms provided by District are hereby disclaimed and of no force and effect.

Now, therefore, the Parties hereby agree as follows:

§1.
Grant of License

1.1. PCG has rights to the Licensed Product, including its associated written documentation and training program and materials. During the Term of this Agreement and pursuant to its rights to the Licensed Product, PCG grants to District a non-exclusive, non-transferable license to use, the Licensed Product by the District and its authorized employees and agents who have been issued a subscription to access the Licensed Product pursuant to Section 1.2 (**"End-Users"**), solely for purpose of joining the Pepper online professional development network.

1.2. District will provide PCG with a list of new End-Users for account activation. Within thirty (30) days, PCG will send each new End-User a notice of account activation and instructions for accessing End-User's account (each account a "Subscription"). Each Subscription shall continue for a period of twelve months from the date the activation email is issued by PCG ("Subscription Period"). On or prior to expiration of such Subscription period, PCG shall invoice District for one-year renewal of such Subscription unless canceled by District. End Users are subject to the terms and conditions of use that are posted on the Web site for the Licensed Product. Any violation or abuse of such terms and conditions by an End-User shall be cause for immediate termination of such End-User's Subscription.

1.3. District may not circumvent any of the protections, copy, license, sell, lease, transfer, distribute, publish, modify, alter, reverse engineer, disassemble, or decompile any portion of the Licensed Product. The District may not remove or hide any PCG's trademarks included in the Licensed Product.

1.4. Upon any termination of this Agreement, this license is revoked and District shall immediately cease all use of the Licensed Product, provided however, each End-User with

an unexpired Subscription may continue to use the Licensed Product until the expiration of such End-User's the current Subscription period. During the Term of this Agreement, PCG will provide to District and all active Subscriptions with the Services described herein.

1.5. For the avoidance of doubt, the Parties agree that this Agreement does not transfer any copyrights or any other intellectual property rights (other than the right to use the Licensed Product) to the District. PCG reserves all rights, title and interest in the Licensed Product, and all associated copyrights, trademarks, and any other intellectual property rights.

§2.
Term of License

2.1. This license is effective from Effective Date and shall continue for a period of twelve (12) months from date of this Agreement (the "**Term**"), or upon the earlier expiration of thirty (30) days from PCG's written notice of termination of this Agreement in the event of the District's breach of this Agreement which breach remains uncured within thirty (30) days of such notice.

2.2. In case of uncured breach of this Agreement as specified in Section 2.1., this license shall be terminated upon expiration of any such notice period. District shall not be entitled to any refunds for early termination.

§3.
Fees and Billing

3.1. The District will pay PCG a license fee for each End-User Subscription to the Licensed Product in accordance with the terms herein.

3.2. District will be invoiced for each End-User Subscription on or before activation of or renewal of such Subscription. Full payment of such fees will be due within thirty (30) days of receipt of the invoice issued by PCG. All payments will be made to PCG's bank account indicated in the invoice. Late payments will accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law.

3.3. PCG shall invoice the District and the District shall pay PCG the following license fee per End-User one-year Subscription.

$150/each End-User/Subscription Period (12 months)

§4.
Taxes

4.1. District is responsible for all taxes due under this Agreement, excluding taxes based upon PCG's net income.

§5.
PCG's Obligations

5.1. As part of the license to the Licensed Product, PCG will provide to the District the following:

a. Issue an email to each End-User confirming End-User's Subscription to the Licensed Product pursuant to the list of new subscribers provided by District;
b. Providing online professional development courses and resources;
c. Host and maintain the web-based Licensed Product; and,
d. Maintain reasonable data privacy and security measures for End-Users.

5.3. PCG will provide District access to any standard new versions (updates) of the Licensed Product, if released by PCG on a general basis to all clients. The use of all such new versions shall be subject to all of the terms and conditions of this Agreement and the End-User terms of use. District agrees to utilize the version of the Licensed Product provided and supported by PCG.

5.4. The Parties understand and agree that the Licensed Product may not be accessible, and PCG is not responsible for providing access to the Licensed Product, during regular maintenance, and any Internet outages or for other reasons beyond PCG's control. For the avoidance of doubt, such situations do not constitute breach of any PCG's obligations under this Agreement.

§6.
District's Obligations

6.1. District acknowledges that PCG exercises no control whatsoever over the content of any information passing through its sites and equipment and facilities used by PCG to provide the License and Services. It is the sole responsibility of District to ensure that the information it transmits and receives complies with all applicable laws and regulations.

6.2. District agrees it is solely responsible for all costs and expenses (other than those included as part of the Product License) it incurs in connection with this Agreement.

6.3. District will be solely responsible for:

a. Providing required End-user data files in an electronic format supported by the Licensed Product (End-user email addresses)
b. Ensuring End-users do not share with anybody their passwords or other confidential information
c. Designating, in writing, two (2) persons ("**Pepper Coordinators**"), who will be responsible for implementing the Licensed Product in the District and for contacting PCG for technical assistance.
d. District authorizes PCG to process and store personal data within the scope necessary to protect the system, its maintenance, development and execution of all rights and obligations under this Agreement and in particular, the District authorizes PCG to do the following:

i) Process data to activate End-User Subscription based on activation lists provided by District;
ii) Process data to support all End-Users in activities involving customer support;
iii) Carry out statistical analysis of both quantitative and qualitative data to predict system, network and server workload, and to ensure their integrity;
iv) Give permission to individual employees of PCG to process data for the purposes stated in this Agreement.

6.4. After receipt and initial log-on, District is responsible to require each of its End-Users to protect his or her password upon its receipt from PCG and to protect the information contained in the Licensed Product system.

§7.
Confidential Information and Data Privacy

7.1. Each Party acknowledges that it will have access to certain confidential information of the other party concerning the other party's personnel, District's student data, business, plans, technology, and products, including the terms and conditions of this Agreement ("*Confidential Information*"). Confidential Information will include, but not be limited to, PCG's proprietary software and District personnel and student information. Each Party undertakes to maintain the other Party's Confidential Information in confidence and to take reasonable precautions to protect the confidentiality of such information, except when any such information falls within the exceptions of Section 7.2.

7.2. Confidential Information hereunder shall not include information that: (i) is known to the receiving Party prior to receipt from the disclosing Party from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known to the receiving Party from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

7.3. The Parties agree as follows:

a) District hereby allows PCG to process and store the personal data, administrated by the District, for the purpose and within the scope of this Agreement.
b) PCG undertakes to delete such data after termination or any renewal or when the data processing is no longer required.
c) PCG undertakes to process and store personal data which are administered by the District and which were transferred to PCG through the use of the Licensed Product.
d) District authorizes PCG to process and store personal data within the scope necessary to protect the system, its maintenance, development and execution of all rights and obligations under this Agreement.

§8.
Representations of District

8.1. District undertakes that its Internet-ready computers and access lines to the Licensed Product website will not operate and will not be used in any manner that would violate this Agreement and any applicable law or regulation.

§9.
PCG's Limited Warranties and Limitation of Liability; Termination

9.1. PCG warrants the Licensed Product will perform in accordance with the specifications for the Licensed Product during the Term of this Agreement.

9.2. During the Term of this Agreement, PCG will correct any material defects to the Licensed Product reported to PCG by the District at no cost to the District provided that the notice of the defect of the product is delivered to PCG with a detailed written description of the problem or defect.

9.3. PCG will maintain the web-based Licensed Product to optimize system availability for District without interruption or failure, subject to reasonable downtime for maintenance and disruptions beyond the reasonable control of PCG. Notwithstanding the foregoing, PCG does not warrant that the Licensed Product will be uninterrupted or error-free.

9.4. The Parties agree that PCG's aggregate liability for any and all damages arising under this Agreement, or related to the use of the Licensed Product, regardless of the form, shall not exceed the Basic Service Fee for the Licensed Product specified in Section 3.2.

9.5 Upon termination of this Agreement by PCG for cause, PCG shall be entitled to seek all available remedies under the law (especially civil, copyright and criminal law) to protect its rights or those of any third party.

§10.
Miscellaneous Provisions

10.1. The Parties agree to cooperate and act in good faith to coordinate the exchange of information, schedule training and perform other necessary requirements to implement the Licensed Product.

10.2. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, earthquake, flood, embargo, riot, sabotage, labor or energy shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party: (a) gives the other Party prompt notice of such cause, and (b) uses its reasonable efforts to address such failure or delay.

10.3. This Agreement, including all exhibits incorporated by reference, constitutes the complete and entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions and agreements, written or oral, regarding such subject matter.

10.4. All obligations and responsibilities of the Parties relating to the licensing and protection of intellectual property and confidential information shall survive the termination of this Agreement and remain enforceable by either party.

10.5. The Parties may not assign any rights and obligations under this Agreement without prior written consent of the other Party.

10.6. All amendments and additions to this Agreement shall be made in writing, otherwise being null and void.

10.7. If any provision of this Agreement or the application of any provision hereof to any Party hereto is held invalid, the remainder of this Agreement and the application of such provision to the other Parties shall not be affected unless the provisions held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

10.8. All notices or other communications under this Agreement shall be in writing and delivered by mail, by hand, by courier or by fax to the person at the address set out below:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

PUBLIC CONSULTING GROUP, INC.	SAN LEANDRO UNIFIED SCHOOL DISTRICT
BY: Grant Blair	BY: Mike McLaughlin, Ed.D.
TITLE: Practice Area Director	TITLE: Superintendent
DATE:	DATE: