SYNERGYSE TRAINING, INC.

Subscription Agreement

This agreement governs the terms and conditions by which you, the Customer, obtain the right to access and use proprietary content provided by Synergyse Training, Inc.

Capitalized terms used but not defined in this Subscription Agreement have the meanings provided in the Synergyse Terms of Service which together with this Subscription Agreement constitute your contract with us.

Please read this agreement carefully before accessing the Service. By accessing any portion of the Service you are agreeing to the following terms.

1. Definitions

1.1 "Authorized Users" means you, your employees, representatives, consultants, contractors, and agents who are authorized to use the Service as a result of a subscription to the Service having been purchased for such user, and who have been supplied user identifications and passwords.

1.2 "Customer", "you" and "your" means the customer purchasing the Service subscription including any business entity on whose behalf this contract is made.

1.3 "Customer Data" means all electronic data and/or information submitted by you in connection with your access to and use of the Service.

1.4 "Documentation" means the on-line technical information or materials developed by Synergyse relating to the Service or any part of it.

1.5 "Service" means Synergyse's proprietary training modules for Google Apps™ made available to our Customers on a subscription basis. The Service does not include Internet access service.

1.7 "Service Order" means the document completed by you when ordering subscription to the Service.

1.8 "Subscription Fees" means the fees you pay to the Synergyse for access to the Service.

1.9 "Synergyse", "we, "us" and "our" means Synergyse Training, Inc., a Canadian federal corporation.

2. Service

2.1 Synergyse makes the Service available to Customer pursuant to this agreement for Customer's own internal business purposes and not for resale or sublicensing.

2.2 Synergyse grants to Customer for the term of the agreement, a non-exclusive, non-transferable license, without the right to sublicense or redistribute, to allow Authorized Users to access and use the Service pursuant to the provisions of this agreement.

2.3 Synergyse shall use commercially reasonable efforts to make the Service available to Customer twenty-four (24) hours a day, seven (7) days a week, except for (a) scheduled maintenance downtime or (b) any unavailability caused by circumstances beyond Synergyse's reasonable control, including without limitation, fire, flood, or other damage caused by an act of nature; acts of government; civil unrest or disobedience; acts of terror or of a public enemy; strikes, lockouts, or other labor troubles; or Internet service provider failures or delays.

3. Fees and Payment

3.1 Subscription Fees for the Service and any other fees, if applicable, are set forth in the Service Order you submit and are due and payable in accordance with the payment terms shown therein.

3.2 Subscription Fees are non-refundable.

3.3 Recurring Subscription Fees. By enrolling as a Service subscriber you agree to pay to Synergyse the Subscription Fees applicable at the time of your enrollment and as modified by Synergyse from time to time.

RECURRING BILLING. PLEASE READ THIS SECTION CAREFULLY. THIS SECTION DISCUSSES THE NEGATIVE BILLING OPTION INVOLVING THE SERVICES FOR WHICH YOU ARE ENROLLING. YOU WILL BE DEEMED TO HAVE ORDERED AND BE LIABLE FOR ONGOING PAYMENTS FOR THE SERVICES MADE AVAILABLE TO YOU UNLESS YOU NOTIFY US TO STOP PROVIDING THE SERVICES.

When you enroll to use our proprietary Services and related digital tools you are agreeing to pay the recurring Subscription Fee applicable to the Service and as the same may be modified by us from time to time until you cancel your subscription.

The recurring Subscription Fees are payable annual. Using the payment information provided in your Service Order your payment method will be automatically charged prior to the commencement of each annual license period.

3.4 How to Cancel a Subscription. Unless you follow the subscription cancellation procedures set forth below you will continue to receive access to the Services and your payment method on file will be automatically charged. You may terminate the auto-renewal of any Subscription Fee at any time by logging into your Customer account, navigating to the Account Settings page and clicking the link to 'Cancel Customer Subscription'. Your request for cancellation will be processed immediately; however, you will be responsible for payment for any annual license period that has already commenced at the time of your cancellation. Cancellation requests submitted prior to the end of an annual license period do not result in the return or refund of any partial fee. All Subscription Fees are non-refundable. Any attempt to cancel a Customer subscription using methods other than the procedure set forth in this Agreement (e.g., via email, fax or telephone) will not be recognized or processed by us.

4. Use of the Service.

4.1 Each subscription shall entitle one Authorized User to access and use the Service subject to the terms of this agreement. Subscriptions cannot be shared or used by more than one user (but may be reassigned from time to time to new users who are replacing former users who have terminated employment with you or otherwise changed job status or function and no longer require use of the Service).

4.2 You (i) are responsible for all activities occurring under your user accounts; (ii) are responsible for the content of all your Customer Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall notify Synergyse promptly of any such unauthorized use you become aware of; and (iv) you will comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

4.3 You may use the Service solely for your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Authorized Users; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

4.4 Customer, on behalf of itself and its Authorized Users, shall be responsible for maintaining the confidentiality of its passwords. If Customer becomes aware of any unauthorized access to the Service, it shall notify Synergyse.

4.5 Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data.

4.6 Customer shall not (a) allow any third party (except its Authorized Users and then only in compliance

with this agreement) to access, operate or otherwise use the Service, (b) copy, duplicate, modify, create derivative works from or distribute all or any portion of the Service, (c) reverse engineer, decompile or disassemble any portion of the Service or other products or processes accessible through the Service, (d) attempt to gain unauthorized access to the Service or its related systems, (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service or any part of it.

4.7 Customer shall contract separately with an Internet service provider (ISP) for access to the Internet in order to access and use the Service. Customer acknowledges that performance of the Service may be affected by inadequate Internet service. Customer shall ensure that its ISP provides Customer with adequate band-with to access and use the Service.

5. Intellectual Property Rights

5.1 All content available for licensing at the Synergyse website such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of Synergyse or its content suppliers and is protected by international copyright laws. The compilation of all content on the Synergyse website is the exclusive property of the Synergyse and is protected by international copyright laws. All Software used on this Site is the property of the Synergyse and is protected by international copyright laws. All of the trademarks, service marks, brand and trade names appearing on the Site including without limitation "Synergyse", "Synergyse Training" and any design logo(s) we use are each the proprietary intellectual property of the Synergyse or the owners of such marks or names. Any use of any of such content without our written permission is expressly prohibited unless you are a current Synergyse subscriber in good standing and have entered into this Subscription Agreement.

5.2 Synergyse is not affiliated with Google Inc. Google® and Google Apps® are registered trademarks of Google Inc.

6. Indemnification

6.1 Customer shall indemnify and hold Synergyse harmless from and against any and all loss, liability and expense (including court costs and reasonable attorney's fees) relating to third party claims, demands, or actions arising from or related to Customer Data or Customer's use of the Service in violation of this agreement.

7. Warranty and Limitation of Liability

7.1 You represent and warrant to Synergyse that (i) you have the authority to enter into this agreement and to perform all of your obligations and (iii) if you are a business entity that it is duly organized and validly existing under the laws of its state of formation.

7.2 SYNERGYSE SPECIFICALLY DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, AND DATA ACCURACY. SYNERGYSE DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7.3 IN NO EVENT SHALL SYNERGYSE BE LIABLE TO CUSTOMER OR ANY USER FOR DAMAGES THAT RESULT IN ANY WAY FROM USE OF THE SERVICE, OR CUSTOMER'S INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYNERGYSE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7.4 IN NO EVENT SHALL SYNERGYSE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT OF SUBCRIPTION

FEES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES.

8. Term and Termination

8.1 This agreement shall continue until it expires or is terminated by you or Synergyse as provided below.

8.2 Customer may terminate its subscription for convenience at any time.

8.3 Synergyse may terminate this agreement in the event that (i) you materially breach this agreement, or (ii) if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4 In the event of any termination your access to the Service will be disabled and you will no longer be able to access your account.

9. General

9.1 This agreement, together with the Service Order(s), contains the entire agreement of the parties hereto with respect to the subject matter hereof. Any amendments to or modifications of this agreement shall be valid only if made in writing and signed by both parties.

9.2 This agreement is not assignable or transferable by Customer.

9.3 Should one or more of the provisions of this agreement be held to be invalid by a court or other tribunal of competent jurisdiction, the remaining provisions of the agreement shall be valid and binding as though such provision were not included herein.

9.4 Synergyse is not responsible for any delay or failure to provide any service or perform any act required hereunder, in whole or in part, due to reasons beyond its control, including, without limitation, federal, state or municipal action or regulation; strikes, lockouts, or other labor troubles; fire, flood, or other damage caused by an act of nature; accident or other casualty; Internet blackout or brownouts, failure or delay in transportation; insurrection, riot or other acts of civil disobedience or of a public enemy.

9.5 This agreement shall be governed by the federal laws of Canada and the provincial laws of Ontario without regard to conflict of law provisions. If a dispute or claim relating to the agreement arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation between them. If the dispute remains unresolved, the parties consent to the exclusive jurisdiction of local, provincial and federal courts located in Toronto, Canada.

9.6 If any action at law or in equity is brought to enforce or interpret any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses, including expert witness fees, and court costs, in addition of any other relief to which it may be entitled.

9.7 Any notice or other or given hereunder shall be in writing and shall be given by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) or confirmed email transmission.

Synergyse Training, Inc	San Leandro Unified School District
_____	_____
Varun Malhotra	Mike McLaughlin, Ed.D.
CEO & Founder	Superintendent
Date: _____	Date: _____