ATTACHMENT A

CRISISGO MOBILE APPLICATION END USER LICENSE AGREEMENT

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General. The Application is licensed, not sold, to Licensee by CrisisGo ("Company") for use strictly in accordance with the terms and conditions of this Agreement, and any "usage rules" established by any other third party usage rules or terms of use, such as Apple Inc. and such other vendors ("Usage Rules"), which are incorporated herein by this reference. The term "Application" shall refer to and consist of the following: (i) the mobile software Application accompanying this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i); and (iii) any specific website the Application directs Licensee to via any browser located on an iPhone or such other mobile device ("Mobile Device").

1. **License Grant and Restrictions on Use.**
   - **1.1 License Grant.** Company grants Licensee a revocable, non-exclusive, non-transferable, limited right to install and use the Application on Mobile Devices owned and controlled by Licensee or employees of Licensee, and to access and use the Application on such Mobile Devices strictly in accordance with the terms and conditions of this Agreement, the Usage Rules and any service agreement associated with Licensee's Mobile Device (collectively "Related Agreements").
   - **1.2 Restrictions on Use.** Licensee shall use the Application strictly in accordance with the terms of the Related Agreements and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with Licensee's access or use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Application; (e) use the Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the Application available to users not affiliated with Licensee; (g) use the Application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Company; (h) use the Application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Company or other intellectual property of Company in the design, development, manufacture, licensing or distribution of any Applications, accessories or devices for use with the Application.

2. **Intellectual Property Rights.**
   - **2.1 Rights to Application.** Licensee acknowledges and agrees that the Application and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of Company. Furthermore, Licensee acknowledges and agrees that the source and object code of the Application and the format, directories, queries, algorithms, structure and organization of the Application are the intellectual property and proprietary and confidential information of Company and its affiliates, licensors and suppliers. Except as expressly stated in this Agreement, Licensee is not granted any intellectual property rights in or to the Application by implication, estoppel or other legal theory, and all rights in and to the Application not expressly granted in this Agreement are hereby reserved and retained by Company.

2.2 Third Party Software. The Application may use or include third party software that is subject to open source and third party license terms ("Third Party Software"). Licensee acknowledges and agrees that its right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Licensee's use of the relevant Third Party Software. In no event shall the Application or components thereof be deemed to be "open source" or "publically available" software.

2.3 Company's Marks. Licensee is not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason.

2.4 Infringement Acknowledgement. Licensee and Company acknowledge and agree that, in the event of a third party claim that the Application or Licensee's possession or use of the Application infringes any third party's intellectual property rights, Licensee (and not Company) will be responsible for the investigation, defense, settlement and discharge of any such claims of intellectual property infringement. Licensee will, however, promptly notify Company in writing of such a claim.

3. **Restriction on Transfer.** Licensee may not rent, lease, lend, sublicense or transfer the Application, this Agreement or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

4. **Use of Information.**

4.1 Consent to Use Information. Licensee hereby authorizes and consents to the collection, storage and use, by Company and its affiliates, partners and agents, of any information and data related to or derived from Licensee's use of the Application, and any information or data that Licensee provides to Company and its affiliates, shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, data and suggestions based on user actions. Notwithstanding the foregoing, Licensee shall not provide or disclose and the Information shall not include any information or data that is personally identifiably to Licensee. The Information will be treated as being non-confidential and nonproprietary, and Company assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information.

4.2 Privacy Policy. Licensee represents that Licensee shall comply with the terms and conditions of the Company Privacy Policy, which sets forth and describes the practices of Company with respect to the collection, use and disclosure of Information in connection with Licensee's use of the Application. Company reserves the right to change the provisions of its Privacy Policy at any time and from time to time at its sole discretion. Company will post any changes to its Privacy Policy at the web address set forth in the preamble to this Agreement. Licensee's use of the Application following the posting of such changes to the Privacy Policy will constitute Licensee's acceptance of any such changes.

5. **Third Party Content**

5.1 General. Licensee acknowledges that the Application permits Licensee to import information and materials created by third parties ("Third Party Content").

5.2 Disclaimer. Licensee acknowledges that Company does not investigate, monitor, represent or endorse the Third Party Content . Furthermore, Licensee's use of the Third Party Content is at Licensee's sole discretion and risk, and Company and its affiliates, partners, suppliers and licensors shall have no liability to Licensee arising out of or in connection with Licensee's use of the Third Party Content. Company hereby disclaims any representation, warranty or guaranty regarding the Third Party Content, whether express, implied or statutory, including,

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5.4 Endorsements. Licensee acknowledges and agrees that the provision of access to any Third Party Content shall not constitute or imply any endorsement by Company or its affiliates of such Third Party Content. Company reserves the right to restrict or deny access to any Third Party Content otherwise accessible through the Application, although Company has no obligation to restrict or deny access even if requested by Licensee.

5.5 Use of Third Party Content. Licensee agrees that Licensee will not use any of the Third Party Content in a manner that would infringe or violate the rights of any other party and that Company is not in any way responsible for any such use by Licensee.

6. Term and Termination

6.1 Term. The initial term of this Agreement and the license granted herein shall be that term stated in the CrisisGo Mobile Application License Agreement between Company and Licensee. Upon expiration of the initial term, this Agreement shall be automatically renewed on the same terms and conditions herein for successive one-year periods at Company's then-current pricing, unless Licensee provides written notice to Company of its intent not to renew the Agreement at least 90 days prior to the expiration of the then-current Agreement.

6.2 Termination. Company may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement and the rights afforded to Licensee hereunder with or without prior notice. Furthermore, if Licensee fails to comply with any terms and conditions of this Agreement, then this Agreement and any rights afforded to Licensee hereunder shall terminate automatically, without any notice or other action by Company. Upon the termination of this Agreement, Licensee shall cease all use of the Application and uninstall the Application.

7. Disclaimer of Warranties. LICENSEE ACKNOWLEDGES AND AGREES THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT LICENSEE'S USE OF OR RELIANCE UPON THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY IS AT LICENSEE'S SOLE RISK AND DISCRETION. COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY THAT (I) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL MEET LICENSEE'S REQUIREMENTS ; (II) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY LICENSEE THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET LICENSEE'S EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM COMPANY OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT COMPANY HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE APPLICATION.

8. Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, PARTNERS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICE, WHETHER OR NOT THE DAMAGES WERE FORSEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY'S AGGREGATE LIABILITY TO LICENSEE (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES TO LICENSEE REGARDING THE CONTENT OF THE EMERGENCY MANAGMENT PLAN UTILIZED BY LICENSEE AS PART OF LICENSEE'S USE OF THE APPLICATION. ANY CONTENT PROVIDED BY COMPANY FOR AN EMERGENCY MANAGEMENT PLAN IS NOT A TEMPLATE AND IS INTENDED ONLY AS A STARTING POINT FOR LICENSEE TO DEVELOP ITS OWN EMERGENCY MANAGEMENT PLAN BASED ON ITS LOCALIZED EMERGENCY PROCESSES AND REQUIREMENTS. LICENSEE AGREES AND UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR THE CONTENT OF THE EMERGENCY MANAGEMENT PLAN TO BE ACCESSED THROUGH THE CRISISGO APP. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGES ARISING AS A RESULT OF THE CONTENT OF THE EMERGENCY MANAGEMENT PLAN UTILIZED BY LICENSEE.

9. Force Majeure: Company shall not lose any rights hereunder or be liable to Licensee for damages or losses on account of failure of performance by Company if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake) war or act of terrorism, including chemical or biological warfare, labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of Company, and Company has exercised all reasonable efforts to avoid or remedy such force majeure.

10. Indemnification: Licensee shall indemnify, defend and hold harmless Company and its affiliates, partners suppliers and licensors, and each of their respective officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) Licensee's access to or use of the Application or Third Party Content and Services; (ii) Licensee's breach of this Agreement; (iii) Licensee's violation of the law; (iv) Licensee's negligence or willful misconduct; (v) Licensee's use of content provided by Company in Licensee's emergency management plan, which content Licensee understands is not intended as a template, but only as a starting point for Licensee to develop its own emergency management plan based on its localized emergency processes and requirements; or (vi) Licensee's violation of the rights of a third party, including the infringement by Licensee of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any terminations of the Agreement.

11. Arbitration: In the event a dispute arises between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee, for having to compel arbitration or enforce the award.

12. Compatibility: Company does not warrant that the Application will be compatible or interoperable with Licensee's Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with Licensee's Mobile Device. Furthermore, Licensee acknowledges that compatibility and interoperability problems can cause the performance of Licensee's Mobile Device to diminish or fail completely, and may result in permanent damage to Licensee's Mobile Device, loss of the data located on Licensee's Mobile Device, and corruption of the software and files located on Licensee's Mobile Device. Licensee acknowledges and agrees that Company and its affiliates, partners, suppliers and licensors shall have no liability to Licensee for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

13. Product Claims: Licensee acknowledges that Licensee (not Company) is responsible for addressing any third party claims relating to Licensee's use or possession of the Application, and agree to notify Company of any third party claims relating to the Application of which Licensee becomes aware. Furthermore, Licensee hereby releases Company from any liability resulting from Licensee's use or possession of the Application, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

14. Miscellaneous:

14.1. Governing Law: This Agreement shall be deemed to take place in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois , excluding its conflicts of law principles.

14.2. Severability: If any provision of this Agreement is held to be invalid or unenforceable in respect to a party, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.3. Waiver: Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

14.4. Export Control: Licensee may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction(s) in which the Application was obtained. Licensee represents and warrants that Licensee is not (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Licensee also agrees that Licensee will not use the Application for any purposes prohibited by United States Law.

14.5. Modification or Amendment: Company may modify or amend the terms of this Agreement by posting a copy of the modified or amended Agreement on the Company Application EULA website. Licensee will be deemed to have agreed to any such modification or amendment by Licensee's decision to continue using the Application following the date in which the modified or amended Agreement is posted on the Company Application EULA website.

14.6. Survival: The following sections of this Agreement and any other provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination: 1, 2.2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14.

14.7. Independent Contractors: Licensee and Company acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and that they are acting as independent contractors in making and performing this Agreement. Neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

14.8. No Third Party Beneficiaries: Licensee and Company acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

14.9. Assignment: Except as permitted in Section 4, Licensee shall not assign this Agreement or any rights or obligations herein without the prior written consent of Company and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

14.10. Entire Agreement: This Agreement (including any documents incorporated herein by reference) the CrisisGo Mobile Application License Agreement, and the CrisisGo Pricing Structure, constitute the entire agreement with respect to the use of the Application licensed hereunder and supersede all prior or contemporaneous understandings regarding such subject matter. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

CrisisGo Mobile Application License Agreement

This CrisisGo Mobile Application License Agreement ("**Agreement**"), entered into and effective as of the date on which the Agreement is signed by the second party, is by and between **CrisisGo**, an Illinois corporation, having its principal place of business at 1616 West Main Street, Marion, Illinois 62959 ("**CrisisGo**") and **San Leandro Unified School District**, having its principal address at 2255 Bancroft Avenue, San Leandro, California 94577 ("**Licensee**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CrisisGo hereby licenses for use to Licensee the CrisisGo Emergency App Plan on the terms and conditions set out in Attachment A to this Agreement (Mobile Application End User License Agreement) and at the price set out in Attachment B to this Agreement (CrisisGo Pricing Structure), both of which are incorporated herein by reference.

Unless terminated earlier under the terms of Attachment A, this Agreement shall be for the following term: One Year

By signing below and by using the CrisisGo Emergency App, Licensee agrees to the price, terms and conditions stated in Attachment A and Attachment B to this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

CrisisGo

_____
James F. Spicuzza

Date: _____

San Leandro Unified School District

_____
Michael McLaughlin

Date: _____

CRISISGO

CRISISGO PRICING PROPOSAL - VALID UNTIL DECEMBER 20, 2015

SAN LEANDRO UNIFIED SCHOOL DISTRICT

TOTAL FIRST YEAR COST WITH BOTH OPTIONAL FEATURES

First Year App Price – 8,680 Normalized Student Enrollment @ $0.80 Per Student		$ ~~8680.00~~ 6944.00
One-Time Implementation		$ ~~1000.00~~ 500.00
Class Roster Fee – 14 Buildings @ $120 Per Building **(Optional)**		$ 1,680.00
Video Account Fee -- Video Accounts at $250 Per Account **(Optional)**		
Total First Year Cost		$ 9,124.00

ANNUAL RENEWAL COST WITH BOTH OPTIONAL FEATURES

Annual App Renewal – 8,680 Normalized Student Enrollment @ $.80 Per Student		$ ~~8680.00~~ 6944.00
Annual Class Roster Renewal -- 21 Buildings @ $120 Per Building **(Optional)**		$ 1,680.00
Annual Video Account Renewal -- 21 Video Accounts at $250 Per Account **(Optional)**		
Total Annual Renewal Cost after Year One		$ 8624.00