Contract #: 00010072

schoolwires®

Renewal 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

District/Entity ("CLIENT") Name: San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94579 Customer ID [CA01001252]	**Account Tier:** Tier 3 (9 - 15 schools) **Term of Renewal:** 12 Months **Subsidized by Champions of Education Program?** No **Start Date:**07/01/2015 **Expiration Date:** 06/30/2016

Amendment to the Master Agreement
This Renewal Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Renewal Addendum, the parties are agreeing to renew the Master Agreement so that it remains in effect until the Expiration Date specified above. In this regard, 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 Renewal Addendum and ending on the Expiration Date (as specified in the table above). The Term of the Agreement may be renewed beyond the Expiration Date 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 listed in Exhibit A of this Addendum for the fees set forth in Exhibit A. An invoice for the Initial Term will be issued upon receipt of the signed Renewal Addendum to the Master Agreement. Invoices are payable net 30 days from date of invoice unless otherwise specified. Invoicing provedures, payment terms, fees, limitations to increase in annual fees 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.
Centricity Supplement, End-User Technical Requirements, Support Packages and Essential Package which can be found at http://help.schoolwires.com/centricityinfo.
Mobile Communications App Package, Mobile End-User Technical Requirements, End-User Technical Requirements and Support Packages which can be found at http://help.schoolwires.com/mobileinfo.

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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Additional Notes
This Agreement qualifies for the Schoolwires Client Loyalty Program. Client Loyalty Program participants enjoy no price increase on the annual software or services, listed in Exhibit A, for the 36 month Term of this Agreement.

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EXHIBIT A

Fees

	Unit Price	Units	Year 1
Licensed Software			
Centricity2 Mobile Communications App	$ 3,600.00	1.00 EL	$ 3,600.00
Schoolwires Web Hosting Service			
Centricity2 Essential	$ 1,824.60	14.00 Site	$ 25,544.40
Total			$ 29,144.40

- EL means an enterprise license under which an unlimited number of employees throughout Client's organization may access and use the particular Licensed Software in accordance with the Standard Terms and Conditions.

- 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	4 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

M. Dean Newton

Title — Assoc. General Counsel

Signature

5/13/15

Date

San Leandro Unified School District

Name of Authorized San Leandro Unified School District Representative

Deputy Superintendent

Title

Signature

5/15/15

Date

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	Susan Tompkins

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