San Leandro Unified School District's Aeries™ Student Information Software Maintenance and Support Agreement.

1. Introduction.

This is an Agreement between Aeries Software, Inc., d.b.a. EAGLE SOFTWARE located at 1065 N. PacifiCenter Dr. #400, Anaheim, CA 92806 (hereinafter "EAGLE SOFTWARE") and its customer San Leandro Unified School DISTRICT, a public agency, ("hereinafter "DISTRICT"), under the terms and conditions of which EAGLE SOFTWARE and DISTRICT are hereby contracting for maintenance and support of previously Licensed Aeries Student Information Software.

2. Maintenance and Support Responsibilities.

In exchange for payment by DISTRICT under the terms and conditions of the Agreement, EAGLE SOFTWARE will provide DISTRICT with support and maintenance services for the Licensed Software for the length of time specified below. Under the terms and conditions set forth below, EAGLE SOFTWARE will make reasonable consulting services, technical advice, and support available to DISTRICT. Such services will be provided by phone or by electronic mail. Further, EAGLE SOFTWARE will use reasonable efforts to make the Licensed Software or any module thereof perform substantially in accordance with the product description set forth in the documentation that accompanies the Licensed Software, as it may exist from time to time. EAGLE SOFTWARE shall correct any failure of the Licensed Software or any Module including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software so that it operates properly.

Further, EAGLE SOFTWARE shall provide support as follows:

(a) All requests for support shall be first directed to the appropriate "District designated Representative (District Representative)." The District designated Representative will be either the DISTRICT'S designated Coordinator, if Eagle Software is providing MAINTENANCE AND SUPPORT at a discounted rate (known as District Coordinator Support) or a designated school site representative if the District is not using District Coordinator Support. The DISTRICT'S Representative shall first make reasonable efforts to resolve the support issue before contacting EAGLE SOFTWARE.

(b) DISTRICT will designate a DISTRICT agent or employee as "District Representative" to receive all requests for support or maintenance of the Licensed Software. DISTRICT shall inform EAGLE SOFTWARE of the name, title and contact information for the "District Representative" in writing. Further, DISTRICT shall notify EAGLE SOFTWARE in writing at least ten (10) days in advance of any change in the designation of the "District Representative." EAGLE SOFTWARE shall have no obligation to provide support or maintenance of any person who has not been properly designated by DISTRICT as District Representative.

(c) All requests for support shall be made during normal business hours (8 a.m. to 4:30 p.m. Pacific Standard Time, Monday through Friday) other than legal holidays and days designated by EAGLE SOFTWARE as non-work days. A complete list of legal holidays and days designated by EAGLE SOFTWARE as non-work days is posted on EAGLE SOFTWARE'S Web site. No further notice will be provided. If EAGLE SOFTWARE has agreed to provide "District Coordinator Support" to DISTRICT under a separate written licensing agreement and DISTRICT has agreed to designate a "District Coordinator," the

District Coordinator shall be the “District Representative” for the purposes of support and maintenance.

(d) All requests for support and maintenance by agents and employees of DISTRICT will be directed to the representative designated by DISTRICT to receive such requests. The District Representative will receive all support and maintenance request and make reasonable efforts to resolve the requests before EAGLE SOFTWARE is contacted.

(e) In the event that the District Representative cannot resolve the request, the District Representative may contact EAGLE SOFTWARE and request support and maintenance of the Licensed Software. Before contacting EAGLE SOFTWARE, the District Representative shall obtain all information and data relevant to the request, including all relevant hardware, software and operating system information as well as the specific circumstances or conditions under such the request arose.

3. Updates and Other Changes.

During the term of this Agreement, EAGLE SOFTWARE shall make available to DISTRICT via the EAGLE SOFTWARE Web site Corrections, Updates, Enhancements, Improvements, and Releases to the Licensed Software, as they are made generally available to other EAGLE SOFTWARE clients.

4. Term of Agreement:

The term of this Agreement Shall commence on July 1, 2011 and continue in effect until June 30, 2012, unless terminated or renewed by the parties hereto. Renewal of this agreement for subsequent year’s maintenance and support shall be automatic unless terminated. The renewal of subsequent year’s maintenance and support shall cover the twelve (12) calendar month period from July 1 through the following June 30 annually.

5. Cost:

The total cost for the term of this agreement shall be $18,900.00 as documented in the attached EAGLE SOFTWARE invoice number SUP-SanLeandro11.12. Full, timely payment by DISTRICT to EAGLE SOFTWARE is a material term of this Agreement and this Agreement shall have no force and effect unless and until full, timely payment has been made. DISTRICT shall pay EAGLE SOFTWARE a fee for maintenance and support for any subsequent year’s maintenance and support at the then current rate for maintenance and support.

6. Termination.

In addition to any other provision in this Agreement allowing a party to terminate this Agreement in whole or in part, and without limiting any other remedies available at law, in equity, or under this Agreement, if either party materially or repeatedly defaults in the performance of any of its duties or obligations under this Agreement, and: (1) within thirty (30) days after written notice is given to the defaulting party specifying the default, it is not cured to the reasonable satisfaction of the party giving the notice of default, or (2) with respect to those defaults that cannot reasonably be cured within thirty (30) days, if the defaulting party fails to commence curing the default within fifteen (15) days after receipt of the notice of default, and to continue proceeding with all due diligence to cure the default, then the party not in default may terminate this Agreement by giving written notice of termination to the defaulting party,

which termination shall be effective immediately upon receipt of the notice of termination. If the default is incapable of being cured, then the thirty (30) day cure period shall not apply, and notice of termination may be given directly by the party not in default. If termination of this Agreement for any reason results in the DISTRICT'S need for services from EAGLE SOFTWARE of any type, EAGLE SOFTWARE shall be paid at its then current rates for such services. EAGLE SOFTWARE may terminate support with regard to the Licensed Software upon ninety (90) days written notice if (i) DISTRICT fails to pay undisputed invoices for support. Notwithstanding the provisions of this Section, EAGLE SOFTWARE may terminate support with regard to the Licensed Software upon thirty (30) days written notice if DISTRICT fails or refuses to (ii) fully cooperate with EAGLE SOFTWARE, (iii) act in reasonable accordance with EAGLE SOFTWARE'S requests and requirements, (iv) respond in a reasonable time and manner to EAGLE SOFTWARE'S written notice or inquiry, or (v) otherwise act in good faith in furtherance of the material terms and conditions of this Agreement.

7. General Provisions

Modification. The terms and conditions of the Agreement may not be altered, amended, or modified unless set forth in writing and the writing has been signed by EAGLE SOFTWARE and DISTRICT.

Waiver. All waivers under this Agreement shall be in writing in order to be effective. No waiver by a party of any breach of this Agreement or waiver of any warranty, representation, or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation, or provision (whether preceding or succeeding, and whether or not of the same or similar nature), and no acceptance of performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the party accepting performance knows of such breach at the time of acceptance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.

Independent Contractor. EAGLE SOFTWARE acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, or partner of DISTRICT. EAGLE SOFTWARE agrees to be solely responsible for all matters relating to compensation of its employees, including but not limited to compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.

Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of California.

Venue. The parties expressly agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Orange, State of California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of

forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

Agreement Drafted by All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

Terminology. All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and *vice versa*.

Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (2) by bonded courier or by a nationally recognized overnight delivery company; or (3) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

TO: DISTRICT @ San Leandro Unified School District
Attn: Daniel Chaja
14735 Juniper St.
San Leandro, CA 94579

TO: EAGLE SOFTWARE @
Aeries Software, Inc. dba
Eagle Software
1065 N. PacifiCenter Dr. #400
Anaheim, CA 92806
Fax: (714) 632-1567

and to

David Christopher Baker
Hart, King and Coldren, A Law Corporation
200 East Sandpointe, Suite 400
P.O. Box 2507
Santa Ana, California 92707
Fax: (714) 546-7457

Notice shall be deemed received on the earliest, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

Entire Agreement. This Agreement contains the entire agreement between EAGLE SOFTWARE and DISTRICT with respect to support and maintenance of the Licensed

Software, and it supersedes all other prior and contemporary agreements, understandings, and commitments between EAGLE SOFTWARE and DISTRICT with respect to support and maintenance of the Licensed Software. This Agreement shall have no effect on any written software licensing agreement existing by and between the parties, the terms and conditions of which shall supersede and control any of the terms and conditions of this Agreement. This agreement incorporates by reference any previously executed Software License Agreement for Aeries (also known as Easy 95, Easy 96, Easy 97, Easy 98 and Easy 99).

Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

Mediation of Disputes. EAGLE SOFTWARE and DISTRICT agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.

Attorneys Fees. Should either party to this Agreement institute any action or proceeding, to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement, otherwise arising under this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorney's fees, incurred by the prevailing party in such arbitration, action or proceeding.

Attachment. This agreement for Aeries™ Student Information Software Maintenance and Support incorporates by reference the attached EAGLE SOFTWARE invoice number SUP-San Leandro11.12

IN WITNESS WHEREOF,

DISTRICT hereby accepts the terms and conditions as set forth above and in the attached invoice hereto,

DATE: _____, 20__ DISTRICT

By:_____

Title:_____

EAGLE SOFTWARE hereby accepts the terms and conditions as set forth above and in the attached invoice hereto,

DATE:_____, 20__ EAGLE SOFTWARE

By:_____

Aeries Software, Inc.
d.b.a. EAGLE SOFTWARE