SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is made and entered into as of August 22, 2017 (the "**Effective Date**"), by and between Silverback Learning Solutions, Inc. ("**Silverback**"), a Delaware corporation with its principal place of business at 2963 E Copper Point Dr. #150, Meridian, ID 83646, and Palouse Prairie Charter School, a public charter school, with its principal offices located at 1500 Levick Street, Moscow, ID 83843 ("**Customer**").

RECITALS

A.   Silverback is the provider of **Teacher Vitae**, a professional growth platform for educators and administrators to schedule and document observation, evaluation, coaching, and reflection of educational practice.

B.   Customer desires to access and use the Teacher Vitae service, and Silverback is willing to permit Customer to access and use the Teacher Vitae service, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1.   DEFINITIONS

1.1   **"Authorized User"** means any individual who has been authorized in accordance with the terms of this Agreement to access and use the Teacher Vitae Service. Authorized Users may include, without limitation, Customer employees and independent contractors engaged by Customer and teachers and administrators who attend schools in Customer's school district.

1.2   **"Customer Data"** means any education-related data that is input or submitted by Customer or Authorized Users to the Teacher Vitae Service.

1.3   **"Implementation Services"** means the services performed by Silverback to implement the Teacher Vitae Service for Customer and Authorized Users, as described in the Project Plan.

1.4   **"Intellectual Property Rights"** means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5   **"Teacher Vitae Service"** means Silverback's cloud-professional growth platform for educators known as "Teacher Vitae," as more specifically described in Exhibit B.

1.6   **"Project Plan"** means a description of the individual responsibilities of Silverback and Customer to implement and configure the Teacher Vitae Service, as set forth in Exhibit A.

1.7   **"Term"** is defined in Section 10.1.

2.   SERVICES

2.1   Implementation. Silverback will perform the Implementation Services specified in the Project Plan to implement and configure the Teacher Vitae Service for use by Customer and Authorized Users.

2.2   Teacher Vitae Service. Commencing on the start date set forth in the Project Plan and continuing throughout the Term, Silverback will make available the Teacher Vitae Service in accordance with this Agreement. Customer and Authorized Users may access and use the Teacher Vitae Service solely for education-related purposes. Customer will not permit access to or use of the Teacher Vitae Service for any other purposes or by anyone other than Authorized Users. Customer will ensure that the Teacher Vitae Service are accessed and used in manner that is consistent with all applicable laws and regulations and the rights of others.

2.3   Restrictions. Customer will not interfere with or disrupt the Teacher Vitae Service or attempt to gain access to any related systems or networks to which access is restricted. Customer will not: (i) copy, frame or mirror any portion of the Teacher Vitae Service (or permit the copying, framing or

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mirroring of any portion of the Teacher Vitae Service); (ii) sell, resell, rent or lease the Teacher Vitae Service; (iii) decompile, reverse engineer or otherwise attempt to obtain source code of the Teacher Vitae Service; (iv) attempt to modify the Teacher Vitae Service; or (v) use the Teacher Vitae Service to store any data or information that is unlawful or that violates a third party's rights, including without limitation a third party's privacy rights. Customer may not access or use (or permit a third party to access or use) the Teacher Vitae Service for purposes of monitoring the availability, performance or functionality of the Teacher Vitae Service, or for any other benchmarking or competitive purposes.

2.4 Data Maintenance and Backup Procedures. Silverback will follow its archival procedures for Customer Data as described in Exhibit B. In the event of any loss or corruption of Customer Data, Silverback will use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Silverback in accordance with the archival procedure described in Exhibit B. Silverback will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by any third party. SILVERBACK'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION 2.4 WILL CONSTITUTE SILVERBACK'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to Silverback's performance of its obligations hereunder, Customer will at all times provide Silverback with good faith cooperation and access to such information, facilities, equipment and personnel as may be reasonably required by Silverback in order to perform Implementation Services and to make available the Teacher Vitae Service pursuant to Section 2.2.

3.2 Security. Customer will be solely responsible for the accuracy, quality, integrity and legality of all Customer Data. Customer will: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Teacher Vitae Service and notify Silverback promptly of any such unauthorized access or use; and (ii) keep confidential and not disclose to any third parties, and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers or other similar information for the Teacher Vitae Service.

3.3 Enforcement. Customer will be responsible for ensuring that the Authorized Users comply with the terms of this Agreement. Customer will promptly notify Silverback of any suspected or alleged breach of this Agreement and will cooperate with Silverback with respect to: (i) any investigation by Silverback of any suspected or alleged breach of this Agreement; and (ii) any action by Silverback to enforce the terms and conditions of this Agreement. Silverback may suspend or terminate any Authorized User's access to the Teacher Vitae Service upon notice to Customer in the event that Silverback reasonably determines that such Authorized User has breached this Agreement.

3.4 Marketing Support. Customer will comply with reasonable requests of Silverback to support public relations efforts pertaining to the Teacher Vitae Service, which efforts may include: (i) a press release highlighting Customer's purchase or use of the Teacher Vitae Service; (ii) participation in targeted press and analyst interviews highlighting benefits of implementing the Teacher Vitae Service; and (iii) participation in customer case studies developed by Silverback and used on the Silverback website and other outlets.

4. PAYMENT

4.1 Fees and Expenses. In consideration for Silverback's performance of Implementation Services and for making available the Teacher Vitae Service hereunder, Customer will pay to Silverback the fees and expense reimbursements specified in Exhibit C.

4.2 Payment Terms. Silverback will invoice Customer for the fees and expenses payable under Section 4.1 in accordance with the payment terms specified in Exhibit C. Each such invoice is due and payable in accordance with payment terms specified in Exhibit C.

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4.3   Late Payment. In the event that Customer's account is more than sixty (60) days overdue, Silverback will have the right in its sole discretion, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Customer's access to the Teacher Vitae Service, upon ten (10) business days written notice to Customer, until Customer has paid the full balance owed, plus any interest due pursuant to Section 4.5. Notwithstanding the foregoing Silverback will not suspend Customer's access to the Teacher Vitae Service for amounts that Customer has disputed in good faith in accordance with this Agreement.

4.4   Taxes. All fees, expenses and other amounts stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). Customer will be responsible for payment of all Taxes and any related interest or penalties resulting from any payments made hereunder, other than any Taxes based on Silverback's net income.

4.5   Interest. If Silverback has not received payment within thirty (30) days after the due date, Silverback reserves the right to accrue interest on past due amounts at the rate of one percent (1.0%) per month or the highest rate permitted by applicable law, whichever is lower, calculated from the date such amount was due until the date that payment is received by Silverback.

5.   OWNERSHIP

5.1   Silverback. As between Silverback and Customer, Silverback exclusively owns all rights, title and interests in and to the Teacher Vitae Service, all forms designed, built, produced or modified using the form builder and all Intellectual Property Rights therein.

5.2   Customer. As between Customer and Silverback, Customer exclusively owns all rights, title and interest in and to all Customer Data and all Intellectual Property Rights therein. Customer hereby grants to Silverback a non-exclusive, irrevocable and perpetual, royalty-free license to use, reproduce, extract and otherwise process the Customer Data in aggregate form only for Silverback's internal use, and only for research and development purposes including, without limitation, maintaining, supporting and further developing and improving the Teacher Vitae Service and related products and services. Silverback's use of the Customer Data as contemplated herein will not include using, reproducing, extracting or otherwise processing any personally identifiable information.

6.   CONFIDENTIALITY

6.1   Definition. As used herein, "Confidential Information" means: (i) any information or materials that are disclosed in writing and that are clearly labeled as proprietary, confidential or with words of similar meaning at the time of disclosure; (ii) all information or materials that are orally or visually disclosed and that are identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure; and (iii) any information of any nature described in this Agreement as confidential. Silverback Confidential Information includes, without limitation, the Teacher Vitae Service and any documentation therefore, and any nonpublic financial information, pricing, business plans, techniques, methods, and processes. Customer Data is the Confidential Information of Customer. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties.

6.2   Exclusions. Confidential Information will not include information that: (i) is or becomes generally publicly known through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure; (iii) is rightfully disclosed to the receiving party by a third party without a breach of any obligation to the disclosing party; or (iv) is independently developed by the receiving party without use of any Confidential Information of the disclosing party.

6.3   Use and Nondisclosure. During the Term and for a period of five (5) years thereafter, neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purposes other than for the exercise of its rights and performance of its obligations under this Agreement. Each party may disclose the other party's Confidential Information only to those of its employees and contractors who need to know such Confidential Information for a party's exercise of its rights and performance of its obligations under this

Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

6.4   Permitted Disclosure. The foregoing provisions of this Section 6 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; (iv) on a confidential basis to present or future providers of venture capital or potential private investors in or acquirers of such party; or (v) as required by law.

7.   WARRANTY

7.1   Warranty for Teacher Vitae Service. Silverback warrants that the Teacher Vitae Service will provide the functionality set forth in Exhibit B. As Customer's sole and exclusive remedy and Silverback's entire liability for any breach of the foregoing warranty, Silverback will, at its sole option and expense, modify the Teacher Vitae Service so that it conforms to the foregoing warranty or, if Silverback is unable to modify the Teacher Vitae Service to so conform, refund to Customer the fees paid for the non-conforming Teacher Vitae Service.

7.2   Disclaimer. Customer assumes sole responsibility and liability for results obtained from use of the Teacher Vitae Service and for conclusions drawn from such use. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED BY SILVERBACK.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK DISCLAIMS ANY WARRANTY THAT THE TEACHER VITAE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE TEACHER VITAE SERVICE AS TO ITS MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SILVERBACK OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8.   INDEMNIFICATION

8.1   Indemnification by Customer. Customer will defend, indemnify and hold harmless Silverback from and against any liabilities, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that the Customer Data or the uploading of any such Customer Data to, or processing of such Customer Data by, the Teacher Vitae Service infringes, misappropriates or violates the rights of a third party, including, but not limited to, a third party's Intellectual Property Rights; or (ii) based on Customer's or an Authorized User's use of the Teacher Vitae Service (other than any claim for which Silverback is responsible under Section 8.2). Customer's obligations under this Section 8.1 are contingent upon: (i) Silverback providing Customer with prompt written notice of such claim; (ii) Silverback providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (iii) Customer having sole authority to defend or settle such claim.

8.2   Indemnification by Silverback. Silverback will defend any suit or action brought against Customer by a third party to the extent that it is based upon a third-party claim that the Teacher Vitae Service infringe a United States patent or any copyright or misappropriate a trade secret, and will

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pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Silverback's obligations under this Section 8.2 are contingent upon: (i) Customer providing Silverback with prompt written notice of such claim; (ii) Customer providing reasonable cooperation to Silverback, at Silverback's expense, in the defense and settlement of such claim; and (iii) Silverback having sole authority to defend or settle such claim. In the event that Silverback's right to provide the Teacher Vitae Service is enjoined or in Silverback's reasonable opinion is likely to be enjoined, Silverback may obtain the right to continue providing the Teacher Vitae Service, replace or modify the Teacher Vitae Service so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer. Silverback will have no liability under this Section 8.2 to the extent that any third-party claim described herein is based on use of the Teacher Vitae Service in a manner that breaches this Agreement or results from any failure to comply with written instructions that Silverback provides to Customer with respect to the Teacher Vitae Service. THE FOREGOING STATES SILVERBACK'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE TEACHER VITAE SERVICE.

9. LIMITATION OF LIABILITY

9.1   Exclusion of Damages. EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2   Total Liability. IN NO EVENT WILL SILVERBACK'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TEACHER VITAE SERVICE EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

9.3   Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Section 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

10. TERM AND TERMINATION

10.1   Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect through the end of the Initial Term specified in Exhibit C. At the end of the Initial Term (and each renewal term, if any), this Agreement will automatically renew for additional one (1) year terms, unless either party provides the other party with written notice of non-renewal at least forty-five (45) days before the end of the Initial Term or any renewal term. The period from the Effective Date through the end of any renewal terms are collectively the "Term".

10.2   Termination for Cause. Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

10.3   Effect of Termination. Upon the expiration or any termination of this Agreement: (i) all rights granted by Silverback hereunder to access and use

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the Teacher Vitae Service will automatically terminate; (ii) Customer and all Authorized Users will immediately cease all use of the Teacher Vitae Service; and (iii) except as otherwise specified in this Agreement, each party will return and make no further use of any Confidential Information of the other party in its possession or control. Upon any expiration or termination of this Agreement, Silverback will have no obligation to maintain any Customer Data or provide Customer with any Customer Data and will delete all Customer Data in Silverback's possession or under Silverback's control including any Customer Data stored on the Teacher Vitae Service.

10.4   Survival. The rights and obligations of the parties under Sections 4, 5, 6, 8, 9, 10.3, 10.4 and 11 will survive any expiration or termination of this Agreement.

11.   GENERAL

11.1   Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of Idaho, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in Idaho. Silverback and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

11.2   Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without Silverback's prior written consent, and any attempted assignment or transfer without such consent will be null. Silverback may assign or transfer this Agreement at any time, in its sole discretion. Subject to the foregoing restrictions, this Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns.

11.3   Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.4   Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.5   Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.6   Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities hereunder.

11.7   Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

11.8   Force Majeure. Neither party will be liable due to any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from as long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to resume performance.

11.9   Entire Agreement. This Agreement together with its exhibits constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning its subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

11.10 <u>Non-Exclusive Remedies</u>.   Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.11 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representatives to execute this Agreement as of the Effective Date.

Silverback Learning Solutions, Inc.

Signed: _____

Printed Name: JADE

Title: _____

Customer

Signed: _____

Printed Name: Jeneille Branen

Title: Executive Director

LIST OF EXHIBITS

Exhibit A   Project Plan Overview
Exhibit B   Description of the Teacher Vitae Service
Exhibit C   Fees and Payment

Exhibit A
Project Plan Overview

Project Summary

The Project Plan (the "Plan") outlines the scope, required resources, and proposed schedule to ensure a successful implementation of the Teacher Vitae Service.

Project Scope

Silverback's Client Services team will work with the Customer's resources to complete the following initial steps, the specific requirements of which will vary depending on the Customer's needs. The Customer will own the process of maintaining and revisiting each of these steps for additions and/or modifications during initial setup and for each subsequent school year, with Silverback performing an advisory and support role.

- Define the Customer organization and organizational units
- Assemble and import staff rosters using the staff import process
- Define specialized roles within the system for administrators and special permissions
- Make ready the different evaluation forms and formats based on templates within the system and/or working within the forms editor
- Set the current evaluation year
- Ensure staff know how to access the self-service training modules included in the product. Request further training (administrator and/or staff, online or in person) from Silverback at Customer expense.

Required Client Resource Planning

Labor Resources – Silverback Client Services team requires planned, focused interactions with specific Customer resources as identified below, and strongly encourages Customer leadership to identify, estimate time commitments for, prepare, and motivate these resources to help achieve a smooth, on-time implementation. Sometimes multiple staff may be required to fulfill a single resource skill set outlined below. Alternatively, multiple skill sets might be obtainable within a single staff member. The time estimates below are approximate, broken out by resource, not by individual, and will be further defined on a task-by- task basis.

- Superintendent - owns the strategy and rollout of the service including planning of organizational units, administrative positions, and the process and strategy for forms, folders, and tags within the system. Also owns the compliance process and interaction with reports to ensure appropriate staff engagement levels with the service
  Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing

- Personnel Director - works with the Teacher Vitae System Administrator to ensure proper setup of staff and organizational units, and has special permissions to perform evaluation deletion.
  Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing

- Teacher Vitae System Administrator - the "day to day" administrator of the system. Imports and maintains staff, sets up organizational units, configures forms and tags, and resets passwords.
  Time Commitment: 8-16 hours at project inception, 2-4 hours per month ongoing

- <u>Business/Billing Contact</u> - Necessary for timely response to invoices and billing inquiries.
  Time Commitment: less than 1 hour per year

- <u>Professional Development Contact</u> - Strategizes, organizes, and promotes the level of training required for district personnel in person, via webinar, and/or through the online help guides.
  Time Commitment: 2-4 hours annually

- <u>Staff Supervisor(s)</u> - Create staff evaluations from evaluation templates in the type and manner prescribed from leadership.
  Time Commitment: varies per district strategy

- <u>Staff Members</u> - Maintain the Professional Portfolio and promote artifacts for use in evaluation, review and sign evaluations as required from supervisors.
  Time Commitment: varies

Project Plan Schedule

The Plan schedule will be mutually agreed upon based on availability of Silverback's and Customer's resources. Changes to the Plan schedule will be managed by the Silverback's Client Services team and Customer's Teacher Vitae System Administrator, as required.

Exhibit B
Description of the Teacher Vitae Service

Teacher Vitae is a software-as-a-service (SaaS) Web-based system with the following deployment and delivery features:

- Centralized infrastructure with redundancy at the application and database level
- Secure, scalable, open integration
- Minimal client installation requirements and load on local systems
- Access via web browser from a variety of device types (desktop, laptop, tablet, smartphone)

The Teacher Vitae system is built upon the Microsoft .NET technology stack and Microsoft SQL Server, which include an Object Relational Mapper (ORM) for data layer abstraction, a tiered service-level implementation, object-oriented design and programming and open data interchange standards. The user interface presentation layer is based upon HTML, CSS and JavaScript and does not require additional presentation layer software such as Adobe Flash.

Upon installation, users can create and manage:

- Professional portfolios for organization and storage of personal job-related artifacts, with ability to add narrations and attachments, and share with supervisors and/or colleagues at user discretion
- District evaluation forms in a variety of configurations, to support anything from simple note-taking observation forms to rubric-based multi-domain forms with multiple scoring types and weighted scoring options
- Self-authored evaluation forms, also in a variety of configurations, to allow districts to ask for artifacts and evidence from evaluatees in a standard format
- Evaluation schedules to assist supervisors in assigning evaluators, reviewers, and form types to one or more evaluatees and one or more sessions, in bulk fashion
- Memo capability for making quick notes tagged to specific employees that can be recalled as evaluation artifacts later
- Digital tags that can correspond to district goals and/or evaluation domains and standards, and be correlated to allow ready recall on evaluation forms and evaluation artifacts
- Reporting capabilities and data exports with certain selectable filters for static and dynamic data aggregations in Microsoft Excel, Microsoft Word, Adobe PDF, and/or Comma Separated Values (CSV) formats. (NOTE: Teacher Vitae does NOT supply licenses for external applications such as Microsoft Excel, Microsoft Word, and Adobe PDF Reader.)

Archival Procedures

Partitioned Customer Data is backed up regularly. Weekly full backups combined with daily incremental backups are executed and stored in a secure, physically redundant location to enable Silverback to provide data recovery. Daily incremental backups are taken from the database server(s) to facilitate data restoration in the event of catastrophic hardware failure. Planned outages occur in off-peak hours whenever reasonably possible. These events are communicated in advance and designed and scheduled to minimize the impact on continuity of service. In most instances, planned outages should only be required during software deployments and for system software and hardware maintenance.

Exhibit C
Fees and Payment

Service Fees

In consideration for the performance of Silverback's obligations under this Agreement, Customer will pay to Silverback the following fees:

Product	Units	Price	Extended Price
Teacher Vitae Annual Subscription (1)	13	$49.00	$637.00
Implementation Fee	1	$0.00	$0.00
Professional Development (Webinar)	1	$350.00	$350.00

(1) Subscription License units equals the total number of staff per the staff import process.

Professional development

Training/professional development is available for $1,000 plus travel expenses for one (1) session tailored to administrators. Additional instructors or additional professional development sessions are optional and available for an additional fee.

Expense Reimbursement

Customer will reimburse Silverback for reasonable and customary travel, lodging, meals and other related expenses incurred by Silverback's employees and contractors for travel from Silverback's offices in connection with the performance of services under this agreement. At Customer's request, Silverback will provide Customer with receipts and other documentation for all such expenses.

Payment Terms

Silverback will invoice Customer for the subscription fees, implementation fee, and the professional development described above upon contract execution. Travel expenses related to professional development will be invoiced as incurred. Each invoice is due and payable within thirty (30) calendar days following the invoice date.

Future invoices for each subsequent renewal must be paid within thirty (30) calendar days of the date of invoice.

Initial Term

One (1) year commencing upon Effective Date.

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