SOFTWARE LICENSING AGREEMENT
ATLAS Curriculum Management Software

This Software License Agreement ("Agreement") is made as of the Effective Date, by and between Rubicon West, Inc. ("Rubicon") and the Licensee ("Client") set forth below.

1. Definitions

For purpose of this Agreement, the following terms shall have the meanings as indicated below:

"Agreement" means this Licensing Agreement and includes all Attachments and Appendices attached herein; "Effective Date" means the date this Agreement comes into force, being the date which is noted in the signature section of this Agreement; "Licensed Software" means the ATLAS Curriculum Management Software which is covered by this Agreement; "Client" means the Licensee of the Software; "Upgrade" means the supply of new versions of the Licensed Software as they are released; "Exemplary Maps" means the capability within the Licensed Software to view selected curriculum from other schools.

2. License

Rubicon grants to the Client a non-exclusive license to use the Licensed Software for the term of this Agreement, conditional upon the Client paying all applicable license fees as described in the attachments to this Agreement and respecting the terms and conditions of this Agreement.

Rubicon also grants the Client the right to reproduce documents relating to the implementation and use of the Licensed Software only as required for the Client's use.

3. Ownership and Limits To Use

The Licensed Software and any related documentation remain at all times the sole and exclusive property of Rubicon. In order to protect the rights of Rubicon, the Client will comply with the following:

The Client shall not copy, reproduce, sublicense, loan, sell, or otherwise transfer all or part of the Licensed Software and documentation or any interest therein to or for the benefit of a third party;

The Client shall honor all copyright notices found in the Licensed Software; and

The Client shall ensure that its personnel comply with all of the terms and conditions of this Agreement and shall be liable for any breaches thereof.

4. Ownership and Retrieval of Data

The actual data loaded into the Licensed Software shall be the exclusive property of the Client and any related documentation specific to the Client shall remain at all times the sole and exclusive property of the Client. In order to protect the rights of the Client, Rubicon will comply with the following:

Other than potentially selected Exemplary Maps, Rubicon shall not reproduce, distribute, transmit or provide access to Client’s information except as directed in writing by the Client. With this exception, Rubicon shall not reproduce any copies of the Client’s data, except as required for normal back-up and retention for the Client’s benefit.

Rubicon shall also provide the Client with periodic electronic copies of its curriculum data upon request, in addition to the normal back-up procedures followed by Rubicon to protect the exclusive information of the Client.
5. Fees and Payment

The Client shall pay Rubicon the fees and expenses as specified in Attachment A of this Agreement. The Client is responsible for all taxes, duties and custom fees concerning the Licensed Software and/or services.

Except as otherwise provided in Attachment A of this Agreement, all payments due to Rubicon hereunder shall be due and payable in full upon the date of the execution of this Agreement.

Except as otherwise specified herein, all obligations with respect to the amounts due from either party shall survive any expiration or termination of this Agreement.

6. Limited Warranty

Rubicon warrants that the Licensed Software will perform substantially for a period of four (4) years from the date of execution of this Agreement and that the Licensed Software is free from material defects. Rubicon does not warrant that the Licensed Software is error-free.

Rubicon's sole obligation with respect to its limited warranty is limited to repair of the defective Licensed Software, provided the Client notifies Rubicon of the deficiency within the period of this Agreement.

7. Software Maintenance and Support Services

Rubicon's responsibility to provide support or maintenance for the Licensed Software is set forth in Attachment A of this Agreement.

8. Implementation Support

Rubicon shall provide Client with implementation support of the Licensed Software in accordance with the implementation procedures detailed in Attachment A. Any additional implementation support requested by Client shall be provided at Rubicon's then-current hourly rate for such professional services. Client shall reimburse Rubicon for all reasonable travel expenses associated with any implementation support.

9. Training

Rubicon shall provide Client with the training as set forth in Attachment A.

10. Upgrades

Rubicon will make available to the Client all upgrades of the Licensed Software that is the subject matter of this Agreement for as long as this Agreement is in effect.

11. Confidentiality

Both parties agree, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information which is confidential to the other party. The obligations of the Confidentiality clause shall survive termination or cancellation of this Agreement.

Client releases Rubicon from this confidentiality clause only with respect to any curriculum selected as Exemplary Maps from Client faculty who elect to participate in this sharing among ATLAS schools.
12. Term

This Agreement shall commence on the Effective Date, shall continue in full force and effect for a period of four (4) years from the date of execution, and shall be automatically renewed thereafter for successive one (1) year periods unless notice of intent not to renew is received by either party at least forty-five (45) days prior to the commencement of any subsequent term.

13. Termination

Rubicon shall have the right to terminate this Agreement immediately without notice in the event the Client breaches any of the terms and conditions of this Agreement or refuses or neglects to pay the applicable license fees when they fall due.

In the event of termination of this Agreement, the Client will immediately cease any and all use of the Licensed Software, deliver to Rubicon any copies of the Licensed Software and related documentation, and certify in writing to Rubicon that it has no Licensed Software copies in its possession.

14. Limitation of Liability

THE LICENSED SOFTWARE IS PROVIDED TO THE CLIENT FOR ITS USE ON AN AS IS AND AS AVAILABLE BASIS. RUBICON WILL USE COMMERCIAL REASONABLE EFFORTS TO PROVIDE SECURE, TIMELY, AND ACCURATE PROCESSING ASSOCIATED WITH THE USE OF THE LICENSED SOFTWARE. RUBICON DISCLAIMS ALL LIABILITY AND, OTHER THAN WHAT IS EXPRESSLY SET OUT IN THIS AGREEMENT, OFFERS NO WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, RELATING TO THE USE, PERFORMANCE OR RESULTS THAT MAY BE OBTAINED THROUGH THE USE OF THE LICENSED SOFTWARE AND RELATED DOCUMENTATION. IN NO EVENT SHALL RUBICON BE HELD LIABLE FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, RESULTING FROM THE USE OF THE LICENSED SOFTWARE AND RELATED DOCUMENTATION, INCLUDING, WITHOUT LIMITING THE FOREGOING, THE LOSS OR ALTERATION OF DATA, LOSS OF PROFIT, INTERRUPTION OF BUSINESS AND/OR LOSS OF EMPLOYEE WORK TIME. CLIENT AGREES TO HOLD RUBICON HARMLESS FROM ANY LEGAL OR OTHER REPERCUSSIONS ASSOCIATED WITH PUBLISHING CLIENT CURRICULUM WITHIN THE EXEMPLARY MABS CAPABILITY OF ATLAS. THIS EXCLUSION OF THE LIABILITY OF RUBICON SHALL PREVAIL EVEN IF AND WHEN THE CLIENT ADVISES OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY EVENT, THE TOTAL LIABILITY OF RUBICON SHALL NOT EXCEED THE COST OF THE LICENSING AGREEMENT HEREIN.

15. General

15.1 Acknowledgement. The Client acknowledges that he/she has read this Agreement, understands it and agrees to be bound by all terms and conditions hereof.

15.2 Survival of Basic Understanding. If any provision of this Agreement is held to be unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of the remaining portions hereof, provided that with respect to any material provision deemed to be unenforceable or illegal, the parties shall negotiate in good faith to achieve a new legally enforceable provision which most closely approximates the original intent of the provision declared unenforceable or illegal.

15.3 Amendments. Any amendments, addenda, supplements, modifications, waivers or alterations to this Agreement shall be valid only when made in writing, specifically stating the intent to modify this Agreement, and signed by authorized representatives of both parties.

15.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of each party; however, this Agreement is not assignable by either party without the prior written consent of the other party, except that this Agreement may be assigned to an Affiliate, or to a successor to all or substantially all of the assets and business of the assigning party, provided that such Affiliate or successor in interest agrees to perform all the responsibilities of the assigning party and the assigning party guarantees such performance.

Rubicon
15.5 Non-Waiver. Either party’s waiver of any instance of the other’s non-compliance with this Agreement must be in writing and shall not be deemed a waiver of any future non-compliance.

15.6 Force Majeure. Neither party hereto shall be liable for any delay or failure to perform any provision of this Agreement if such delay or failure arises directly or indirectly out of any act of nature, acts of a public enemy, earthquake, flood, government order, riot or any other cause beyond the reasonable control of Rubicon or the Client.

15.7 Governing Law and Dispute Resolution. This Agreement and the performance of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon, USA. All disputes, controversies or differences which may arise between the parties hereto out of, in relation to or in connection with this Agreement, or the breach hereto, shall be settled by binding arbitration held in Portland, Oregon, pursuant to the rules of the American Arbitration Association.

15.8 Entire Agreement. This Agreement and any Attachments constitute the entire agreement between the parties concerning the Client’s use of the Licensed Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties.

15.9 Notices. The failure of Rubicon to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Unless otherwise directed, all notices, invoices, licensing documents and other correspondence regarding this Agreement shall be sent to the parties’ respective addresses identified in the signature section below.

This Agreement, including its terms and conditions, and the Attachment is a complete and exclusive statement of the Agreement between the parties relating to its subject matter, which supersedes all prior or concurrent proposals and understandings, whether verbal or written, and all other communications between the parties relating to this subject.

The parties’ authorized representatives have signed this Agreement.

<table>
<thead>
<tr>
<th>Licensee (&quot;Client&quot;):</th>
<th>Licensor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe County Community School Corporation</td>
<td>Rubicon West, Inc.</td>
</tr>
<tr>
<td>315 E. North Drive</td>
<td>One World Trade Center, Suite 1200</td>
</tr>
<tr>
<td>Bloomington, Indiana 47401</td>
<td>121 SW Salmon Street</td>
</tr>
<tr>
<td></td>
<td>Portland, Oregon 97204</td>
</tr>
<tr>
<td>(Authorized Signature)</td>
<td>Gary A. Squires, Partner</td>
</tr>
<tr>
<td>(Printed Name and Title)</td>
<td>(Printed Name and Title)</td>
</tr>
<tr>
<td>(Date)</td>
<td>8/28/2008</td>
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</tbody>
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Effective Date: October 1, 2008
Attachment A: Product Pricing and Service Schedule

ATLAS Curriculum Management Software

Rubicon shall grant usage of the ATLAS Curriculum Management Software licensed for the duration of the Agreement and priced as described below. The following items are included with the licensing of ATLAS.

<table>
<thead>
<tr>
<th>Products</th>
<th>License Fee</th>
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<tbody>
<tr>
<td>ATLAS Curriculum Management Software</td>
<td></td>
</tr>
<tr>
<td>▪ First year License Fee - Pilot of up to 125 users</td>
<td>$4,750</td>
</tr>
<tr>
<td>▪ Second year License Fee - 50% of District Faculty</td>
<td>$22,500</td>
</tr>
<tr>
<td>▪ Third year License Fee - Network-wide implementation</td>
<td>$34,000</td>
</tr>
<tr>
<td>▪ Fourth year License Fee - Network-wide implementation</td>
<td>$28,800</td>
</tr>
<tr>
<td>Services</td>
<td></td>
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<tr>
<td>▪ Initial Implementation Support</td>
<td>Included</td>
</tr>
<tr>
<td>▪ Consultation and assistance</td>
<td></td>
</tr>
<tr>
<td>▪ Inclusion of Client’s logo and colors</td>
<td></td>
</tr>
<tr>
<td>▪ Loading of initial required tables</td>
<td></td>
</tr>
<tr>
<td>▪ Inclusion of Client’s mapping parameters</td>
<td></td>
</tr>
<tr>
<td>▪ Training Sessions [3 units]</td>
<td>Included</td>
</tr>
<tr>
<td>▪ Product Updates</td>
<td>Included</td>
</tr>
<tr>
<td>▪ Maintenance</td>
<td>Included</td>
</tr>
<tr>
<td>▪ Hosting of Client system on Rubicon servers</td>
<td>Included</td>
</tr>
<tr>
<td>▪ ATLAS Web Hosting of Teacher Curriculum Documents</td>
<td>Included</td>
</tr>
</tbody>
</table>

1. The above license fee includes the following:
   ▪ Licensed use of the ATLAS Curriculum Management Software.
   ▪ Fixes to any errors in the Licensed Software.
   ▪ Four years of product maintenance, including new releases.
   ▪ Four years of limited product warranty.
   ▪ Specified units of training as defined later in this Attachment.
   ▪ Services related to hosting Client system on Rubicon servers.

2. Software Implementation Assistance

Each product license includes professional service time for the purpose of implementing the system. Implementation consists of a six-step process:
   ▪ Planning
   ▪ Requirements Development
   ▪ ATLAS Prototype Set-Up
   ▪ Electronic Curriculum Development Support
   ▪ Implementation and Faculty Roll-Out
   ▪ Follow-Up Evaluation

Travel expenses incurred by Rubicon associates in connection with implementation are not included and will be billed separately. This would include travel, lodging, training materials and other incidental out-of-pocket expenses.

3. Training

Three units of training are included with this Agreement. The training units are:
   ▪ Core Curriculum Team
   ▪ School Faculty and Staff
   ▪ System Administrators
4. Software Maintenance and Support

For the first four (4) years, software maintenance, support, and hosting are included with the licensing fee and begin upon execution of this Agreement. Unless cancelled by either party by written notice no less than forty-five (45) days prior to the end of the period of coverage, the Client agrees the period of coverage for the Licensed Software use and support shall automatically extend for one (1) year. Rubicon reserves the right to adjust the net annual license fee after the initial four-year term to reflect changes in enrollment and significant enhancement in the functionality of the Licensed Software.

5. Exemplary Maps

Client and participating faculty agree to respect the curriculum and curriculum related materials of other schools and teachers participating within the Exemplary Maps capability within ATLAS and to actively encourage this respect among their faculty. This includes respecting curricular information of other schools and copying only with the expressed permission of the authoring teacher.

6. Additional Services

Rubicon may provide the Client with additional services, if requested. These might include, for example, Site Enhancements, Product Integration, Technical Infrastructure Support, Supplemental Product Training, Improvements and New Modules. These services are available on a time and materials basis based on Rubicon’s fees. These services may be treated as an addendum to this Agreement or separately arranged under a letter of understanding between the two parties. There is no charge for support hours required to solve problems caused by defects or flaws in the intended functionality of the ATLAS Curriculum Management Software. For consultation required at the Client’s premises, travel expenses would be reimbursed by the Client.

7. Payment Terms

One hundred percent (100%) of the first year’s annual license fee is due and payable upon contract execution. All past due payments will accrue interest at a rate of one and one-half percent (1.5%) per month on the unpaid balance from the due date until paid in full.

8. Additional License Extensions

License extensions may be negotiated to provide for additional modules or optional enhancements to the core product developed by Rubicon.

Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Attachment and the Agreement, this Attachment shall prevail. This Attachment shall not be effective until executed by Client and accepted by an authorized representative of Rubicon.

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(Authorized Signature)

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Effective Date: October 1, 2008

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