Project Lead The Way, Inc.
Software Lease Agreement
2009-2010

This Agreement is by and between Monroe County Community School Corporation

("District") located in Bloomington, IN

and Project Lead The Way, Inc. ("PLTW, INC.") with offices at 747 Pierce Road, Clifton Park, NY.

1. **Software:** PLTW, INC. or its designated reseller has leased software from three major vendors in order to sub-lease to schools teaching Project Lead The Way® courses. The software lease options available are explained in paragraph "3" of this agreement.

2. **Lease:** PLTW, INC. or its designated reseller grants a sub-lease to those in the Project Lead The Way® network to use, for educational purposes only, the software lease options selected by the District/School for the 2009-2010 academic year. The lease includes the use by Project Lead The Way® teachers for teaching and professional development purposes. All software sublicensed under this Agreement shall be subject to the standard end-user license agreement provided by the licensor, a copy of which is included with the software.

The software options leased are dependent upon which Project Lead The Way® courses will be offered by the District/School and non-Project Lead The Way® course needs. Each software option lease has a specified location usage and number of seats usage, which must be adhered to by the School District and School Sites. Some software options are District Wide (DW), meaning they can be used throughout the School District, and some are School Site (SS), meaning they can only be used in a single school building. Additional seats may be leased as needed by the School District or School Site.

3. **Software Options:**

   **Autodesk Software Options**
   
a) You may use Autodesk products for classes other than Project Lead The Way® classes.

   b) High Schools will have 125 licenses with all of the products included in the Autodesk ADA Package. High Schools may share their 125 Autodesk Inventor Professional licenses with two (2) participating PLTW Middle Schools in their district up to a total of 125 seats across all three schools.

   c) Only High Schools in their first year of Project Lead The Way® implementation may elect to lease the Autodesk Inventor Professional for $2,900. With this scenario, you will have 125 licenses of Autodesk Inventor Professional that may only be used in conjunction with Project Lead The Way® courses. After the first year of implementation, schools must use the ADA Package option. High Schools may share their 125 Autodesk Inventor Professional licenses with two (2) participating PLTW Middle Schools in their district up to a total of 125 seats across all three schools.

   d) Middle Schools without a participating district High School and Middle Schools whose participating district High School has already shared its license with two (2) participating PLTW Middle Schools ("collectively, "Non-Sharing Project Lead The Way® Middle Schools") may choose the Autodesk Inventor Professional option for $1,000 per year.
4. Copyright: The copyright of each software package remains with its owners and is protected by US Copyright law and all right, title and interest in and to the software, including intellectual property rights, remains with the owners. This lease gives the School District/School Site limited right to its use. The School District/School Site agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the School District/School Site agrees to secure the software in the School District/School Site safe or vault. The School District/School Site agrees that if they materially breach this Agreement, the Agreement is terminated and all software shall be immediately returned to PLTW, INC. or its designated reseller. Any remedies sought by the vendor for the School District/School Site's breach shall inure to the School District/School Site and PLTW, INC. shall not be liable in any way for the School District/School Site's breach.

5. Term: The term of this lease is the 2009 - 2010 school year. At the end of the school year, the School District/School Site agrees to cease the use of the software.

6. Limitation of Liability: PLTW, INC. assumes no liability for the non-performance of the software, but will provide reasonable assistance to resolve non-performance issues with the owner of the software.

7. Payment: The School District shall submit a Purchase Order to its specified regional Autodesk reseller for Autodesk products and a separate Purchase Order to PLTW, INC. for all remaining software option(s) that the School District/School Site chooses. The School District will be invoiced upon delivery of the software and the School District agrees to pay the invoiced amount within 30 days.

Agreed to this 21st day of August, 2009, by:

Monroe County Community School Corporation

Project Lead The Way, Inc.

Signature of Authorization

Signature of Authorization

Niel Tebbano
Print Name Here

Vice President of Operations
Title

Print Name Here

Print Form