

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("**Emerald**"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "**Service**"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "**Agreement**"). By executing this Agreement, the below named customer ("**Customer**") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: ASBA		Sales Rep Phone: 800-407-0141 ext. 3554	
Sales Rep Name: Cheryl Dombay		Sales Rep E-Mail: cdomby@boarddocs.com	
CUSTOMER INFORMATION			
Organization Name: Tucson Unified School District			
Address: 1010 E. Tenth Street.			
City: Tucson		State: AZ	Zip: 85719

2. Charges. For each BoardDocs site (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("**ARC**") and the Non-Recurring Charge ("**NRC**") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input checked="" type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$18,500.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$0.00

3. Term. The "**Initial Term**" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "**Renewal Term**") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

EMERALD DATA SOLUTIONS, INC.

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

"**Effective Date**" shall be the date of the last signature.