



LIGHTSAIL INC.
Software License Agreement
(Sylvan Union School District)

THIS SOFTWARE LICENSE AGREEMENT is between the undersigned Licensor and Licensee, as further identified and defined in the signature block below. Intending to be legally bound, Licensor and Licensee agree to the License Summary below and the Terms and Conditions attached to and made part of this Agreement, as well as any amendments hereto (collectively, the “Agreement”). This Agreement shall be effective with respect to each Program as of the effective date(s) below (each an “Effective Date”).

License Summary (Scope, Fees and Services)

<i>End User License Fees:</i>			
Effective Date	Name of Program	Number of End Users	Total Cost
July 1, 2017	<i>LightSail™ Licenses (expires 6.30.2018)</i>	Up to 208	\$2,500.00
	<i>LightSail Digital Content</i>		\$1,200.00
	<i>One Day of Onsite Professional Development</i>	1 Day of Onsite (customized training & coaching for approximately 15-20 teachers)	\$2,500.00
TOTAL			\$6,200.00
Additional Terms: Licensee agrees to provide a purchase order or payment for the total End User License Fees owed and any other contracted services within thirty (30) days of Agreement execution by Licensee in order to maintain uninterrupted access to the LightSail e-Reader Platform.			
<p style="text-align: center;"><i>Additional Services and Fees</i> (Any “Additional Service Fees” fees will be invoiced in advance.)</p>			
LightSail Resources: Licensee shall receive video tutorials about using the Programs plus online instructional support materials that help teachers and schools think through implementation and integration into a balanced curriculum. Licensee shall also receive a turnkey guide to assist in the training of all teachers. These resources will help schools roll out the Programs by setting up classroom structures and allowing teachers to be fully trained in all the features of the Programs.			Included
Support and Maintenance			Included

<i>LightSail Additional Professional Development Services</i>	Individual schools can choose to purchase additional Professional Development through LightSail. Included in this specific agreement: <i>Virtual Implementation Workshop</i> : one 2-hour workshop (included if needed for new teachers) <i>Onsite (one day) Customized Instructional Workshop</i> (\$2,500.00)
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IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be entered into by their duly authorized representatives:

LIGHTSAIL INC. ("Licensor")	LICENSEE: <u>Sylvan Union School District</u>
Signature:	Signature:
Name: Ryan Alexander	Name: Debra Hendricks
Title: CFO	Title: Superintendent
Date: May 18, 2017	Date: September 13, 2017
57 Warren Street, Floor 3	Address: 605 Sylvan Avenue
New York, New York 10007	Modesto, CA 95350
Phone: 513.659.0742	
Fax: 212.671.1298	
Email: Ryan@LightSailed.com	
Licensor Billing Contact Information	
LightSail Accounts Receivable	
57 Warren Street, Floor 3, New York, NY 10007	
Phone:	
Fax: 212.671.1298	
Email:	
LightSail - Federal ID number is 45-5180905	