

WEB SITE HOSTING AND MAINTENANCE AGREEMENT

THIS WEB SITE HOSTING AND MAINTENANCE AGREEMENT (the "Agreement") is made this ____ day of _____, 2010 between Red-e Set Grow, LLC, a North Carolina limited liability company ("Provider") and _____ ("Client").

WHEREAS, Red-e Set Grow, LLC provides web site hosting and maintenance for Cooperative Educational Service Agency 5, hereinafter referred to as CESA5, newportageguidedata.net Software; and assumes responsibility for all services defined in this agreement.

WHEREAS, Client desires to engage Provider to host and maintain a website for its Newportageguidedata.net Software license; and

WHEREAS, Provider will provide hosting services to Client with respect to the Newportageguidedata.net Software.

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Hosting of Web Site.

1.1 Description of Web Site. Provider will host a web site that will allow Newportageguidedata.net users to access the Newportageguidedata.net software, and store its data captured as a result of using the Newportageguidedata.net software. Provider shall, in its sole discretion, determine the method, details and means of performing the services provided for herein.

1.2 Operation of Web Site. The Newportageguidedata.net web site will be operational and available twenty-four hours per day, seven days per week, three hundred sixty-five days per year, excluding down time due to scheduled and emergency maintenance and other outages, and will utilize software and equipment deemed appropriate by Provider to ensure the security of the site.

1.3 License to Provider. Client hereby grants to Provider, a non-exclusive license to use any of Client's information to the extent reasonably necessary to perform Provider's obligations under this Agreement. Provider will retain all ownership in and to any of the Intellectual Property (as defined herein) associated with any materials or information provided by Provider in connection with the Newportageguidedata.net Software and web site.

1.4 Hosting Subcontract. Provider, at its option, may obtain web site hosting services from a third-party provider and maintain such hosting service throughout the term of the Agreement. Provider will be responsible for the cost of such web site hosting services.

1.5 Assignment of Intellectual Property. Provider shall own the Intellectual Property rights in and to the Newportageguidedata.net, and any other software and the web site (excluding Client Property, as defined herein). All rights in the data and information stored by the Client (“Client Property”) and used by Provider in connection with the software and hosting services shall remain the sole and exclusive property of Client, and Provider shall have a non-exclusive, license to use any of Client’s information to the extent reasonably necessary to perform Provider’s obligations under the Agreement.

1.6 Domain Name. CESA5, represents that is has registered the domain name, “Newportageguidedata.net” of the web site, and Client acknowledges that CESA5, exclusively owns all right and interest to the web site’s domain name. CESA5, shall be responsible for renewing and updating the domain name.

2. Supporting Services.

2.1 Registration Database: Client acknowledges that Provider will maintain a database of registered Newportageguidedata.net users. Information contained in such database shall be treated as Confidential Information of the CESA5, and the Provider, as that term is defined herein.

2.2 Technical Support. Provider will maintain a help desk, accessible during Provider’s normal business hours via a toll-free telephone line, and will provide technical support on issues concerning functionality and usage of the Newportageguidedata.net software.

3. Term and Payment.

3.1 Term. The term of this Agreement shall commence on invoice date and shall continue for a period of one year. The Agreement shall automatically renew at the end of the initial term and each renewal term, unless either party provides the other with no less than thirty (30) days’ prior written notice of termination or other grounds for termination exist, as agreed and set forth in the Agreement.

Subject to execution of this Agreement, Provider will commence web site services by 30 days after invoice date to the Client.

3.2 Price. The basic annual fee is non-refundable and paid in advance for each student portfolio per year based on the prices in Exhibit A of this agreement. The annual fee includes technical support service during regular business hours. The foregoing annual fee applies only to the initial term, and fees for any renewal term shall be subject to the rates in force at the time of renewal.

3.3 Payment. All invoices submitted shall be due and payable in full, without reduction for any offset, withholding or other claims, within thirty (30) days after the date thereof. Any amounts payable to CESA5 hereunder which are not paid when due shall thereafter bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less. If any payment due to

CESA5 is collected at law or through an attorney at law or under advice therefrom or through a collection agency, Client shall pay all costs of collection, including, without limitation, all court or arbitration costs and reasonable attorney's fees. CESA5 and Red-e Set Grow shall have the right to suspend its performance of services if Client is delinquent on its payment obligations and such suspension of service shall not toll the term of the Agreement.

3.4 Termination for Nonpayment. In the event that Client defaults in the payment when due of any amount due to CESA5 here under and does not cure such default within thirty (30) days of the payment date, then CESA5 may, by giving written notice thereof to Client, immediately terminate the Agreement.

3.5 Termination for Insolvency. Either party may terminate this Agreement immediately by written notice to the other party if a petition for relief under any bankruptcy legislation is filed by or against the other party or the other party makes an assignment for the benefit of creditors or a receiver is appointed for all or substantially all of the other party's assets.

3.7 Effect of Termination. Termination of this Agreement shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination. Further, the provisions of this Section 3 shall not limit any other right or remedy available at law or in equity to the non-defaulting party.

4. Confidentiality.

4.1 Maintaining Confidentiality. In connection with the negotiation or performance of this Agreement, a party may become aware of Confidential Information (as hereafter defined) of the other party hereto, which shall remain the sole and exclusive property of such other party. Each party agrees to maintain the Confidential Information of the other party in confidence using the same diligence that that party uses to safeguard its own Confidential Information. Each party shall require its affiliates, successors, and assigns to use comparable precautions to protect the other party's Confidential Information. Any unauthorized disclosure, distribution, sale, license, reproduction or other use of a party's Confidential Information by the other party would cause irreparable harm and entitle the owner of the Confidential Information to immediate injunctive relief. Such relief shall be in addition to, and shall not limit, any other relief available for breach of confidentiality under this Agreement or under applicable law.

4.2 Definition of Confidential Information. Confidential Information shall include any technical, business, or other information (either oral, written or digital) provided or prepared by a party ("owner party") that is provided to, or obtained by the other party (including any director, officer, employee, agent, or representative), whether prior to, on or after, the date of this Agreement ("receiving party"), including but not limited to, that which relates to research, product plans, products, services, clients, markets, software, developments, inventions, improvements, processes, designs, methods, drawings, engineering, technical data, know-how, hardware configuration information, business plans, marketing strategies or financial information of the owner party, and trade secret information provided by the disclosing party which is not commonly known by, or available to, the public, and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons

who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the owner party that are reasonable under the circumstances to maintain its secrecy.

4.3 Exclusions. The term “Confidential Information” shall not include any information which: (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party, or (b) the receiving party can demonstrate as already in its possession prior to disclosure hereunder or is subsequently disclosed to the receiving party with no obligation of confidentiality by a third party having the right to disclose it or (c) the receiving party can demonstrate is independently developed by the receiving party without using the owner party’s Confidential Information.

4.4 Compelled Disclosure. If either party becomes legally compelled to disclose any Confidential Information (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), that party shall use all reasonable efforts to provide the other party with prior notice thereof so that the other party may seek a protective order or other protective action. If such protective order or other remedy is not obtained prior to the time such disclosure is required, the party required to make the disclosure will only disclose that portion of such Confidential Information which it is legally required to disclose.

5. Intellectual Property.

5.1 Definition. Intellectual Property shall mean without limitation: (a) all inventions, discoveries, products, and processes, all improvements thereto, and all patents, patent applications, and patent disclosures thereof, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names, and domain names or uniform resource locators used in connection with any global computer or electronic network (including without limitation the Internet and the World Wide Web) together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all works of authorship (including without limitation all software source code, software object code, articles, memoranda, and manuals), all copyrights, and all applications, registrations, and renewals in connection therewith, and any derivative work made therefrom, (d) all trade secrets and confidential and proprietary business information (including, without limitation, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all computer software (including, without limitation, data and related documentation), (f) all other proprietary rights, including any design rights, secret processes, or improvement thereon, and (g) all copies and tangible embodiments of any and all of the foregoing (in whatever form or medium).

5.2 Warranty by Client. Client represents and warrants that its performance of this Agreement does not and shall not violate any applicable United States or foreign law, rule or regulation or any third-party’s Intellectual Property rights. Client warrants that it is the lawful owner or licensee of any Intellectual Property or other materials used or provided by it in connection with this Agreement.

5.3 Warranty by CESA5 and Provider. CESA5 and/or the Provider represents and warrants that it is the owner of or otherwise has the right to use the Intellectual Property,

materials and methodologies (excluding any materials or information supplied to CESA5 and the Provider by Client) used by it in connection with fulfilling its obligations hereunder. To the best of CESA5 and/or the Provider's knowledge, the web site and software will not violate any applicable United States or foreign law, rule or regulation or any third-party's Intellectual Property rights.

6. General Provisions.

6.1 Client's Representation. Client represents that it is a _____ duly incorporated, validly existing and in good standing under the laws of its state of organization. Client has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Client, and constitutes the legal, valid, and binding obligation of Client, enforceable in accordance with its terms.

6.2. Provider's Representation. Provider represents that it is a limited liability company duly organized under the laws of its state of organization. Provider has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Provider, and constitutes the legal, valid, and binding obligation of Provider, enforceable in accordance with its terms.

6.3 Indemnification by Provider. Provider will defend, indemnify and hold harmless Client and its affiliates from and against any third-party claim, demand, loss, liability, cost, expense or damage (including reasonable attorneys' fees) arising out of or relating to a material breach of Provider's obligations, warranties or representations herein, or any gross negligence or intentional misconduct by Provider. To receive the indemnities in this section, Client must promptly notify Provider in writing of such a claim and provide reasonable cooperation and tender full authority to defend or settle such claim. Provider shall have no obligation to indemnify Client in connection with any settlement made without Provider's prior written consent. Provider shall have no liability or obligation under this section 6.3 while any amounts due Provider hereunder are in arrears.

6.4 Indemnification by Client. Client will defend, indemnify and hold harmless Provider and its affiliates, officers, directors, agents, shareholders, and employees (the "Indemnified Parties") from and against any third-party claim, demand, loss, liability, cost, expense or damage (including reasonable attorneys' fees) arising out of or relating to a material breach of Client's obligations, warranties or representations herein, or any negligence or intentional misconduct by Client or its employees or agents. To receive the indemnities in this section, Provider shall promptly notify Client in writing of such a claim and provide reasonable cooperation and tender full authority to defend or settle such claim. Client shall have no obligation to indemnify Provider in connection with any settlement made without Client's prior written consent.

6.5 Survival. Each of the representations and warranties by each party in this Agreement is material and is being relied upon by the other party. Sections 4.1, 4.4, 5.2, 5.3,

6.1, 6.2, 6.3, 6.4, 6.6, 6.7, 6.9, 6.11, and 6.16 shall survive the termination of this Agreement and shall remain operative and in full force and effect.

6.6 Limitation of Warranty. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, ALL SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS,” AND PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, AND PROVIDER HEREBY DISCLAIMS THE SAME. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR LICENSORS WARRANTS THAT THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UN-INTERRUPTED OR ERROR FREE.

6.7 Limitation of Liability; Actions. (a) PROVIDER SHALL NOT BE LIABLE TO CLIENT IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR (EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT) FOR ANY CLAIM MADE AGAINST CLIENT BY THIRD PARTIES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND ANY REPRESENTATIVE OF EITHER PARTY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL IN NO CASE EXCEED THE AMOUNT OF FEES PAID BY CLIENT, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY AND THE OTHER PARTY’S REPRESENTATIVES FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THE LIMITATIONS ON LIABILITY IN THIS SECTION REPRESENT A FUNDAMENTAL TERM OF THIS AGREEMENT AND NEITHER PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT THEIR INCLUSION.

6.8 Independent Contractors. The parties acknowledge that the relationship of Provider and Client is that of independent contractors and that nothing contained in this Agreement shall be construed to place Provider and Client in the relationship of principal and agent, employer and employee, master and servant, partners or joint venturers. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreement in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

6.9 Taxes. Client shall be responsible for all taxes and regulatory fees of any kind imposed by any federal, national, state, provincial, local, municipal or foreign government on

any services provided under this Agreement; provided, however, that CESA5 shall be responsible for all taxes based solely upon CESA5's income.

6.10 Waiver. No waiver of a breach of, or default under, any provision of this Agreement, or failure to enforce any right or privilege hereunder, shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature, or as a waiver of any other provision or condition of this Agreement, or as a waiver of any other rights or privileges hereunder.

6.11 Time Limitation. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than one year after the cause of action has arisen, other than actions for amounts due to CESA5 under this Agreement.

6.12 Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions, riots or civil disorder; accidents or unavoidable casualties; interruptions in third party transportation or communication facilities or delays in transit or communications; supply shortages; laws, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements of any government, tribunal or government agency; litigation to which such party may become a party; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such party's reasonable control (each, a "Force Majeure Event"); provided, however, that the party affected by the Force Majeure Event shall provide the other party with prompt written notice of the Force Majeure Event and use commercially reasonable efforts to minimize the effect of the Force Majeure Event upon such party's performance.

6.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. This Agreement may not be changed orally, but only by an instrument in writing signed by all the parties hereto.

6.14 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Client may not assign its rights or delegate any of its obligations under this Agreement, in whole or in part, to any person without the prior written consent of CESA5.

6.15 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect, and the Agreement shall be construed in all respects as if such unenforceable or invalid provisions were omitted.

6.16 Jurisdiction and Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES,

AND ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE BROUGHT IN THE APPROPRIATE FEDERAL OR STATE COURT LOCATED WITHIN THE STATE OF NORTH CAROLINA. THE PARTIES HEREBY EXPRESSLY AGREE, CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE OR FEDERAL COURTS SITTING IN MICHIGAN.

6.17 Notice. Unless otherwise specified herein, all notices and other communications to a party shall be in writing and shall be mailed, postage pre-paid, return receipt requested, or hand delivered to the most recent address provided by the receiving party, or shall be sent via facsimile to the most recent facsimile number provided by the receiving party. Such notice shall be deemed given on the fifth calendar day after deposited in the U.S. mail, or upon receipt, whichever is earlier.

6.18 Similar Services. Provider may perform similar web site development and maintenance services for other clients during the term of this Agreement and at any time thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written below:

Red-e Set Grow, LLC

Organization

By: _____

By: _____

Date: _____

Date: _____

Cooperative Educational Service Agency 5

By: _____

Date: _____

Exhibit A

The basic annual fee is calculated by multiplying the number of student portfolio's purchased by the applicable rate in accordance with the table below. Fees for any renewal term shall be subject to the rates in force at the time of renewal.

Number of Children	Student License Fee
1 – 149	\$18.95
150 – 249	\$16.95
250 - 499	\$14.95
500 – 1,499	\$12.95
1,500 or more	\$10.95