

**ENGRADE, LLC**  
**SOFTWARE AS A SERVICE (SAAS) AGREEMENT**

This Software as a Service (SaaS) Agreement (“**Agreement**”) is effective as of \_\_\_\_\_, 2014 (“**Effective Date**”) and is made by and between Engrade, LLC, a Delaware corporation located at 1337 Third Street Promenade, 3<sup>rd</sup> Floor, Santa Monica, CA 90401 (“**Engrade**”), and Allegany County Public Schools, located at 108 Washington Street, Cumberland, MD 21502 (“**Customer**”).

Engrade is offering to select school districts and other educational organizations Internet based access to and use of the premium version of Engrade’s software solution as described in Exhibit A and accessed at [www.engagepro.com](http://www.engagepro.com) or as otherwise directed by Engrade (the “**Engrade Solution**”). Customer desires to access and use the Engrade Solution and Engrade desires to give Customer such access to and use of the Engrade Solution, subject to the terms and conditions in this Agreement. The parties hereby agree as follows:

**1. ACCESS; ACTIVATION DATE; USERS.**

**1.1 Access and Activation Date.** Subject to the terms and conditions of this Agreement, Engrade agrees to provide Customer with access to the Engrade Solution commencing on the Activation Date listed in Exhibit A for use at all schools and facilities within Customer’s control or network, or as otherwise agreed in writing by Engrade and Customer (the “**Facilities**”). Engrade shall use its reasonable efforts to make the Engrade Solution available to Customer online on or about the Activation Date.

**1.2 Users.** Customer shall facilitate access to the Engrade Solution for Customer’s teachers, school administrators, students, parents and other employees at each Facility that Customer wants to have such access (collectively, “**Users**”), and shall use its best efforts to promote sign-up and use of the Engrade Solution by such Users.

**1.3 Customer and Third Party Systems.** Customer and Engrade may agree to use the Engrade Solution to act as a portal to, or otherwise provide an interface to or integration with, certain systems of Customer and/or third parties (each, a “**Non-Engrade System**”). The parties shall document such use in Exhibit A (as such exhibit may be amended from time to time during the Term (as defined below) by the parties). Notwithstanding anything expressed or implied in this Agreement, Engrade shall have no responsibility or liability of any nature whatsoever under this Agreement regarding any such Non-Engrade System, nor any liability for any failure of the Engrade Solution, or any other failure or problem that arises hereunder, that is attributable to any such Non-Engrade System.

**2. LICENSE AND RESTRICTIONS.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement, Engrade hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Engrade Solution solely for Customer’s internal education-related purposes at the Facilities and not for the benefit of any other person or entity or any other facility or location. API key is available at the discretion of Engrade to authorized IT / technical representatives from the district.

**2.2 License Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User to, (i) reverse engineer, decompile, disassemble or otherwise

attempt to discover the object code, source code or underlying ideas or algorithms of the Engrade Solution; (ii) modify, translate, or create derivative works based on any element of the Engrade Solution or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Engrade Solution; (iv) use the Engrade Solution for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer at the Facilities; (v) remove any proprietary notices from Engrade materials furnished or made available to Customer; (vi) publish or disclose to third parties any evaluation of the Engrade Solution without Engrade’s prior written consent; (vii) use the Engrade Solution for any purpose other than its intended purpose, or (viii) use or access the Engrade Solution from or for the benefit of any facility or location, other than the Facilities.

**3. PRIVACY AND SECURITY.** *LDAP?*

**3.1 Passwords.** Engrade will either issue to Customer or authorize a Customer administrator to create and issue to each User, a user identification number and/or password for access to and use of the Engrade Solution. Customer and its Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the User to which it was issued. Customer is solely responsible for any and all activities that occur under Customer’s account. Customer will restrict its Users from sharing passwords. Customer agrees to immediately notify Engrade of any unauthorized use of Customer’s account, any user identification number and/or password, or any other breach of security known to Customer. Engrade shall have no liability for any loss or damage arising from Customer’s failure to comply with the terms set forth in this Section.

**3.2 Customer Data Defined.** For purposes of this Agreement, the term “**Customer Data**” means and is limited to personally identifiable information (“**PII**”) about Customer’s Users (e.g., name, phone number, address, etc.). The term “Customer Data” does not include, without limitation, (a) information or data that is used by Engrade in a manner that does not identify the User, (b) data obtained by Engrade from third parties; and (c) aggregation of data and information stored or processed by the Engrade Solution in each case where no PII is included in the aggregation (“**Aggregated Statistics**”). None of the foregoing (a) – (c) shall be considered Customer’s Confidential Information.

**3.3 Security.** Engrade will deploy reasonable security precautions intended to protect against unauthorized access to any Customer Data stored on the Engrade Solution. Engrade will exercise reasonable efforts to deploy corrections within the Engrade Solution for security breaches made known to Engrade.

**3.4 No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the Engrade Solution. Customer will immediately notify Engrade of any breach, or attempted breach, of security known to Customer.

**3.5 Student Records.** With respect to any access by Engrade to any "education records" (as such term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 et seq. ("FERPA")) held by Customer under or in connection with this Agreement, Engrade shall be acting as a legal agent ("school official") of Customer. As between the Parties, any information protected by FERPA submitted to Engrade by Customer in connection with this Agreement shall be deemed the Confidential Information of Customer subject to Section 9. Engrade agrees to comply with FERPA and agrees not to share or disclose any FERPA protected information with any third party except as permitted by FERPA or as authorized or permitted by Customer.

**3.6 Additional Compliance.** Engrade and Customer each represent and warrant that it will comply with Children's Online Privacy Protection Act (COPPA) and the Children's Internet Protection Act (CIPA), to the extent such laws are applicable to the respective party's actions under the Agreement. Customer shall be responsible for establishing or requesting that Engrade establish student accounts for access to the Engrade Solution and shall ensure that it has obtained any necessary and appropriate consent from students to establish such accounts; Engrade will not establish any student accounts except as directed by Customer. The parties agree that Engrade may rely on Customer to obtain the necessary and appropriate consent from students for such students' use of or access to the Engrade Solution.

#### **4. SUPPORT AND TRAINING.**

**4.1 Support and Training.** Engrade will provide to Customer the support services and training services as described in Exhibit A. Engrade support and account management team may access any Users or Customer account to provide any services to Support this Agreement.

#### **5. CUSTOMER OBLIGATIONS.**

**5.1 Hardware/Software.** Customer is responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Engrade Solution, (ii) contracting with third parties that provide services related to Customer being able to access and use the Engrade Solution (e.g., ISP, telecommunications, etc.) and (iii) paying all third-party fees and access charges incurred while accessing and using the Engrade Solution. Engrade will not be required to supply any hardware, software or equipment to Customer by reason of this Agreement.

**6. CONSIDERATION.** As consideration for the rights granted to Customer hereunder, Customer agrees to pay all fees listed in Exhibit A. License Fees for the Initial Term are payable upon the Effective Date. License Fees for each contract year thereafter are payable on the first date of the contract year. Payments are due 30 days after invoiced. Customer also agrees that Engrade may use Customer's name in connection with Engrade's promotion and marketing of the Engrade Solution and Engrade's related products and services, including but not limited to as part of its list of customers, as a user and customer of the Engrade Solution, in press releases and marketing materials relating to the Engrade Solution, and on Engrade's website.

#### **7. OWNERSHIP.**

**7.1 Engrade Solution.** As between Engrade and Customer, all right, title and interest in the Engrade Solution and any other Engrade materials furnished or made available hereunder, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding the Engrade Solution, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Engrade or Engrade's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Engrade all ideas, feedback and suggestions made by Customer or its Users to Engrade regarding the Engrade Solution (collectively, "**Feedback**") and all intellectual property rights in the Feedback. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Engrade may reasonably request, to perfect such ownership of the Feedback. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by Customer to Engrade, Customer hereby grants to Engrade an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. Except for the express licenses granted in Section 2.1 (License Grant), there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Engrade.

**7.2 Customer Data.** As between Engrade and Customer, all right, title and interest in (i) the Customer Data, (ii) other information input into the Engrade Solution by Customer (collectively, "**Other Information**") and (iii) all intellectual property rights in each of the foregoing, belong to and are retained solely by Customer. Customer hereby grants to Engrade a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics.

**7.3 Aggregated Statistics.** Engrade may compile Aggregated Statistics based on Customer Data, Other Information, and information input by Customer, its Users and students into the Engrade Solution. As between Engrade and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to Engrade. Engrade may use or share these Aggregated Statistics with affiliates and subsidiaries for the purpose of developing and improving products and services, and with

third parties to market and demonstrate the efficacy of these products and services. For the avoidance of doubt, Aggregated Statistics will not include PII.

## **8. TERM AND TERMINATION.**

**8.1 Term; Renewal.** Initial term commences on the Effective Date and runs until June 30, 2019, as such period may be renewed or extended from time to time, unless sooner terminated pursuant to the terms of this Agreement.

**8.2 Termination for Breach.** Either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach.

**8.3 Customer Conduct.** Engrade may suspend or terminate Customer's and Users' access to the Engrade Solution, at Engrade's sole option and such suspension or termination will continue until the applicable issue is resolved.

**8.4 Effect of Termination.** Engrade shall not be liable to Customer or any third party for Engrade's suspension or termination of Customer's access to, or right to use, the Engrade Solution as such termination or suspension is authorized under this Agreement. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or Engrade, (i) Customer's right to access and use the Engrade Solution shall immediately cease, (ii) Customer and its Users' access to the Engrade Solution will terminate and (iii) Customer shall cease accessing and using the Engrade Solution and Engrade may take such actions to preclude such access and use.

**8.5 Survival.** The following Sections of this Agreement shall survive the termination of this Agreement: Sections 6 (Consideration), 7 (Ownership) 8 (Term and Termination), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), and 12 (General).

## **9. CONFIDENTIALITY.**

**9.1 Obligations.** Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("**Confidential Information**"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto as well as the Engrade Solution. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information

available to any other person or entity without the prior written consent of the other party.

**9.2 Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**9.3 Destruction or Return of Confidential Information.** Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

**10. NO WARRANTY; DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENGRADE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AND MAKE NO, WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ENGRADE DOES NOT WARRANT THAT THE ENGRADE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE ENGRADE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

## **11. LIMITATION OF LIABILITY.**

**11.1 Limitation on Direct Damages.** IN NO EVENT SHALL ENGRADE'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES (IF ANY) PAID BY CUSTOMER TO ENGRADE HEREUNDER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

**11.2 Waiver of Consequential Damages.** IN NO EVENT SHALL ENGRADE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA

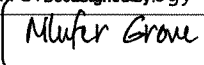
OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ENGRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3 Essential Purpose.** Customer acknowledges that the terms in this Section 11 are an essential bases of the bargain described in this Agreement and that, were Engrade to assume any further liability, Engrade would charge Customer fees for the rights granted to Customer hereunder.

**12. GENERAL.** Engrade may subcontract to third parties some or all of Engrade's obligations under this Agreement. All notices to a party shall be in writing and sent to the addresses specified in above or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement may not be assigned or transferred by Customer without Engrade's prior written consent. Any assignment in derogation of the foregoing is null and void. Engrade may freely assign or transfer this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. The failure of Engrade to require performance by Customer of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Engrade of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Except as otherwise provided herein, this Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the state of New York, excluding its conflict of laws rules. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Neither party shall be in breach of this Agreement if its failure to perform any obligation under this Agreement is caused by events or conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements. Pre-printed terms and conditions on or attached to any Customer purchase order or other document shall be of no force or effect.

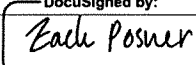
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By signing below, you represent that you are authorized to sign on behalf of the applicable party.

**CUSTOMER:**

Name: Nilufer Grove  
Title: Chief Technology Officer  
Signature:   
F34FFB930A85416...

September 22, 2014

**ENGRADE, LLC**

Name: Zach Posner  
Title: President  
Signature:   
DEB15187E553447...

September 18, 2014

**Exhibit A**

Engrade Solution shall include the following components marked "X":

	Description
<b>Engrade Corebook</b>	Standards-based gradebook and classroom management tools.
<b>X Engrade Improve</b>	Reporting of assessment data from Customer and/or third-party assessment providers.
<b>X Engrade Assess</b>	Assessment authoring and delivery including technology-enhanced question types.
<b>Engrade Teach</b>	Single-Sign-On access to third-party content providers. Lesson planning tools for teachers and administrators.
<b>Parent Connect</b>	Automated text and e-mail messages to parents triggered by absences, missing assignments, or poor grades
<b>Report Cards</b>	(Requires Engrade Corebook) Traditional or standards-based report cards generated from Corebook data
<b>Gradecam</b>	(Requires Engrade Assess) Printable multiple-choice answer sheets that can be graded automatically with a web camera

Engrade will collaborate with Customer to develop a comprehensive implementation plan, with the goal of activating user accounts 90 days after Effective Date ("**Activation Date**"). This Activation Date is contingent on Customer providing any materials and support described in the implementation plan in a timely manner.

**Professional Development:** Engrade will provide four (4) trainer-days of on-site training.

Customer will pay the following fees for the Engrade Solution and training described above:

		Base Price	Net Price
			2014-2015 to 2018-2019
<i>Multi-year discount</i>			20%
<b>Code #</b>	<b>Per-student license fee (modules included: Assess, Improve)</b>		
E6019801	First Module	\$7.00	\$5.60
E6020101	Second Module	\$3.00	\$2.40
	<b>Total</b>	<b>\$10.00</b>	<b>\$8.00</b>
Students (est.)		8,300	8,300
<b>Base Annual License Fees</b>		<b>\$83,000</b>	<b>\$66,400</b>
<i>Volume discount</i>			
<b>Net Annual License Fees</b>		<b>\$83,000</b>	<b>\$66,400</b>
<b>Total License Fees</b>		<b>\$415,000</b>	<b>\$332,000</b>
<i>multi-year</i>			
E6020800	<b>Professional Development</b> <i>4 trainer-days of on-site training</i>	<b>\$8,000</b>	<b>\$8,000</b>
<b>Total Proposed Cost</b>		<b>\$423,000</b>	<b>\$340,000</b>

**Payment terms:** All fees shown above for the Initial Term are payable on the Effective Date. License fees for each contract year after the Initial Term are payable on the first day of that contract year. License fees for future years may be adjusted at Engrade's discretion based on revised estimates of student enrollment and any other price adjustments. All payments are due net thirty (30) days after invoiced by Engrade.

### **Exhibit B –Customer Authorized Contacts**

The following contacts are authorized to communicate administrative issues with the Engrade team. These contacts may change with notice provided to Engrade by e-mail. All other requests and support issues should be directed to the Engrade Help Solution.

Business / Administrative Contact:

Name:  
Phone:  
Email:

Project Contact:

Name:  
Phone:  
Email:

Project Technical Contact:

Name:  
Phone:  
Email:

Project SIS Technical Contact:

Name:  
Phone:  
Email:

### **Implementation and Provider Setup Addendum**

Implementation requires Customer to supply information from the Student Information System (SIS), as well as any partner login credentials and assessment data, in CSV formats that Engrade will provide. This will require a technical resource at Customer with knowledge of the SIS and assessment data, and basic data manipulation skills to support implementation during the provisioning phase. Engrade will not be liable for any delay in implementation due to Customer's failure to provide such support in a reasonably capable and diligent manner.

#### **Configuration of Content Integrations (Engrade: Teach only)**

The Engrade solution will be configured to include any online content providers Customer chooses with which Engrade currently has integrations, including either single-sign-on (SSO) or Repository integrations.

Additionally, if Customer chooses up to five (5) additional online content providers, Engrade will work with Customer to attempt to establish integrations with these providers. All integrations depend on initial and continued cooperation of the content provider, which Engrade does not control. Therefore, Engrade cannot guarantee the availability of any new integration (or continuance of any existing integration).

#### **Third-Party Proprietary Content Licenses (Engrade: Teach only)**

Any online content held by a third-party provider must be either available through an open license or licensed separately by Customer. Engrade does not provide licenses to third-party proprietary content.

#### **Standards Alignment of Repository Integrations (Engrade: Teach only)**

Items in Repository integrations may or may not be aligned to standards, depending on whether the provider has done this alignment. While providers are aligning more and more items over time, Engrade cannot guarantee that available items will be aligned to standards used by your district.

#### **Import of Assessment Data (Engrade: Improve only)**

Engrade will work with Customer to import current and up to two prior years of assessment data. For any assessment providers with which Engrade does not integrate directly, Customer will need to provide data in a CSV file format specified by Engrade.

#### **Import of Assessment Item Banks (Engrade: Assess only)**

Engrade can work with Customer to import assessment item banks, as needed. Items in QTI 1.2 format will be imported at no additional cost. Items in other formats may be imported at Engrade's discretion and may require additional hourly cost to be specified in advance of work. XML formats are preferable to other formats such as PDF or Word documents.



### Report Card Addendum

This Addendum applies only if Customer purchases Reports Cards as an add-on to its Engrade Solution.

Engrade offers three types of Report Cards: (1) Class List, (2) Period-Based, and (3) Course-Based. Engrade will provide information about each type, and Customer is responsible for determining the correct type to meet its needs. Engrade is not responsible or liable in any way if Customer selects the wrong type for its needs. If Customer requests a different type after the Submission Deadline (defined below), Engrade may require Customer to pay an additional fee up to the same amount charged for Report Cards in the Agreement.

Customer may choose one of the following options for its Report Card template:

- **Engrade Template:** Customer may select one of Engrade's pre-made templates, with only small modifications, which may be allowed or disallowed at Engrade's sole discretion.
- **Custom Template:** Customer may submit a custom template to Engrade for approval in a finalized version in PDF format. Templates cannot exceed five (5) pages and must be sized 8.5" x 11" in either landscape or portrait orientation. Engrade will not modify custom templates for Customer.

The Submission Deadline for each school year is the earlier of October 1 or ten (10) business days before Report Cards are to be printed. Each school year, Customer must submit the following items to Engrade by the Submission Deadline: (1) Engrade's Report Card Information Form (currently located at <http://bit.ly/ENGreportcards>); and (2) Customer's final Report Card template. Customer will not be entitled to a refund if it fails to submit either of these items by the Submission Deadline. Customer is encouraged to submit its template earlier than the Submission Deadline, in case modifications are needed. If Customer requests changes to the final Report Card template after the Submission Deadline, these changes may be allowed or disallowed at Engrade's sole discretion and may require Customer to pay an additional fee up to the same amount charged for Report Cards in the Agreement.

Engrade can produce the following information on Report Cards:

- **Student Information:** Address, City, Custom Fields, First Name, Last Name, Grade Level, Parent Cell Phone, Parent Email, State, Student ID, Zip Code.
- **Attendance:** Present (type) marks, Present + Tardy (type) marks, Absent (type) marks, Tardy (type) marks, Tardy + Absent (type) marks, custom attendance marks.
- **Class:** Behavior Mark (count), Behavior Mark (points), Least Frequent Behavior Mark, Most Frequent Behavior Mark, Class Name, Class Comments, Period of the Day, Teacher Name (only primary teacher).
- **Grade:** Weighted GPA, Unweighted GPA, Letter Grade, Percentage Grade, Standards Score, Standards Category Score.
- **Other:** Grading Period (number), School Year.

Report Cards may also include blank cells to be filled in manually by teachers or administrators ("Manual Fields").

Customer may elect to use standards-based Report Cards, which must be Course-Based and use a custom template, not an Engrade template. Additionally, for standards-based Report Cards, the Customer must:

- Maintain appropriate class settings, including but not limited, grade level, subject area, and course type.
- Create and upload any custom standard sets to be tracked on the Report Cards, and tag class assignments with appropriate standards, unless the Customer intends to use Manual Fields for these purposes.

Additional provisions:

- Report Cards can only be populated with information from one school year, as labeled in Customer's Engrade Solution. (For example, if the first half of the school year is located in the 2013 Grading Period, and the second half is located in the 2014 Grading Period, both halves cannot be included on one Report Card. The school year must instead be included 2013-2014 Grading Period.)
- Engrade is not responsible or liable for missing or incorrect data on report cards for any classes, assignments or students that are deleted or dropped by Customer, or due to Customer changing or failing to maintain school settings after initial implementation of the Engrade Solution.
- Engrade recommends Customer use marking periods to organize the school year. Otherwise, some report card functionality may be limited or restricted.
- Engrade does not provide transcript reports, including, but not limited to, class credits, earned credits, credit hours, or course codes.
- Engrade Report Cards support Standard English characters and numbers. Additional symbols, including but not limited to non-Standard English characters and check marks, are not supported.
- It is the responsibility of the Customer to generate and save backup files of Report Cards after each term in order to preserve earlier versions of Report Cards.
- The Customer is responsible for reviewing any manual data it enters in Report Cards. Engrade will not track entry of this data or override manually entered data at any time.