OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To   Board of Education

From   Jacqueline Minor, General Counsel

Board Meeting   April 13, 2016
Date

Subject   **AGREEMENT WITH SDL GLOBAL SOLUTIONS**

Action Requested   **Ratification of Agreement with SDL GLOBAL SOLUTIONS**

Background   The District has been actively seeking a solution for the increasing translation
and **Discussion**   demands. In 2014, the District entered into an Agreement to Resolve with the US
                    Department of Education, Office Of Civil Rights which required that the District,
                    among other things, translate many significant documents into the District's five
                    primary languages. With both the demands for translation and interpretation,
                    including at IEPs and SSTs, the District embarked on a technology solution. The
                    District Staff identified SDL Global software solution based on discussions with
                    neighboring districts, including Hayward, San Francisco and Mt. Diablo. We have
                    had two on-site training sessions with our translation team. The translation team
                    has made site visits to other districts using the software. The SDL software is a
                    "learning" software which means a database is built the more it is used. The initial
                    price includes two additional on-site training sessions for Staff.
                    The license is renewed annually and includes maintenance and upgrades. The
                    initial cost is $44,885, including the additional training.

Recommendation **Ratification of Agreement SDL GLOBAL SOLUTIONS**

Fiscal Impact   Funding resource name: GP $50,000

Attachments   • Agreement

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-0707

Department: Legal

Vendor Name: SDL Global Solutions

Contract Term: Start Date: 04/01/2016   End Date: Annual renewal

Annual Cost: $ 44,885.00

Approved by: General Counsel

Is Vendor a local Oakland business? Yes ☐ No ☑

Why was this Vendor selected?

Specialized translation software.

Summarize the services this Vendor will be providing.

License to use translation software.

Was this contract competitively bid? Yes ☑ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

Compared price offered by same vendor to other school districts.

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☑ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $87,800 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts [requires Board resolution declaring an emergency]

☑ **Technology** contracts

   ☑ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

   ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

   ☐ Western States Contracting Alliance Contracts (WSCA)

   ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☐ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

SDL

PREMIUM SOFTWARE MAINTENANCE AGREEMENT

This Premium Software Maintenance Agreement (the "**Agreement**") is made by and between SDL Global Solutions (Ireland) Limited, a company under the laws of Ireland, with offices at La Vallee House, Upper Dargle Road, Bray, County Wicklow, Ireland ("we", "us", "our"), and the company or other organization or individual identified on the Quotation ("you", "your"). By purchasing these services or by accessing the services described in this Agreement you agree to be bound by this Agreement.

1. Definitions

   1.1. "**Documentation**" means any end-user documentation, online help, specifications, notes and technical documents that we provide with the Software.

   1.2. "**Maintenance**" means:

   a) our provision of Upgrades and any Documentation updates; and

   b) technical assistance by us (called "**Support**") to help you to implement and use the Software in line with its Documentation, including trouble-shooting and similar problem resolution but excluding implementation. (We would charge professional services fees for such installation services).

   1.3. "**Maintenance Fees**" means fees payable by you to us in return for Maintenance.

   1.4. "**Quotation**" means the price quotation we make to you (in the form of an email, through the quotation module on our website, an invoice or otherwise) under which you purchase Maintenance.

   1.5. "**Software**" means those software products of ours identified in the Quotation under which you purchase Maintenance, and any Upgrades of these that we provide to you under this Agreement.

   1.6. "**Support Level**" means level of service identified in the Quotation.

   1.7. "**Term**" means the time during which this Agreement applies. It is explained in Section 7.1.

   1.8. "**Upgrade**" means any release of the Software that we make generally available to users during the Term including modifications, error corrections, updates and enhancements as well as new releases of the Software. Upgrades also include software products that we make generally available as successor products to the Software, to the extent that these incorporate the functionality of the Software, even if they have a new name.

2. Scope of Maintenance

   2.1. During the Term, if we receive your Maintenance Fees we shall provide Maintenance for the Software for your own benefit only.

   2.2. We shall only provide Maintenance for Software which is: (i) the version that we currently make generally available to users; (ii) the last version of the previous major release; and (iii) all the versions in between. Where we change to a new major release we will increase the number to the left of all decimal places (for example from 7.n.n to 8.n.n), or increase the year designator (for example SDL XXX 2009 to SDL XXX 2010) in its published name, or give it a new product name. Unless explicitly agreed between us we shall not provide Maintenance for Software which is designated "demonstration", "trial" or "test", or otherwise indicated to be for non-production use, even if we provide it with other Software.

2.3. You are responsible for making sure that your hardware, operating systems, back-end databases, virus protection, database and backup software and procedures, data recovery programs, and the like are always adequate for the Software. We are not required to provide any services concerning third-party equipment or software or your data.

2.4. We are not required to resolve or to attempt to resolve any defects in the Software : (i) unless the component of the Software has been installed by us or has otherwise been properly installed and has been used at all times in accordance with the Documentation; (ii) if the Software has been modified, altered or added to, (other than by us or upon our explicit instruction); or (iii) if the Software has been subject to misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident, other than where this was our fault.

2.5. UNLESS AGREED IN ADVANCE IN WRITING BY US, WE ARE NOT REQUIRED TO PROVIDE SUPPORT FOR ANY SOFTWARE THAT WE DESIGNATE "SERVER", IN THE PRODUCT NAME, A QUOTATION OR ELSEWHERE, UNLESS THAT SOFTWARE HAS BEEN INSTALLED BY US. (We would charge professional services fees for such installation services.)

2.6. You agree not to use Maintenance in an abusive or unreasonable manner including, as examples only, recurrent questions to which answers appear in Documentation supplied with the Software or make repeated requests concerning previously resolved issues.

3. Support Centre and Administration

3.1. In this section we talk about your designated NAMED representative(s). If you are an individual, then you are the designated NAMED representative. If you are an organization you may designate NAMED representatives to us at any time through the on-line customer support centre (SDL Account). Unless otherwise agreed in writing between you and us, your Support Level indicates your maximum number of designated NAMED representatives at any time:

Support Level 1	Support Level 2
One (1) representative	Four (4) representatives

3.2. Only your designated, NAMED representative(s) shall request Support. They shall do so via the on-line customer support centre, accessed by clicking the SDL Account link on www.sdl.com or as indicated to you on that website or by another means that we may reasonably specify.

3.3. We will log all Support requests made by you, and shall associate with these information collected from you, for instance:

a) the date and time of the request;
b) the name of your designated representative;
c) a short description of the request;
d) the date and time that we start handling the request;
e) the date and time that the request is resolved; and
f) the name(s) of our employee(s) receiving and handling the requests.

We will make this information available to your designated NAMED representative(s) through the on-line customer support centre.

3.4. If you are a company or an organization you shall provide first-line assistance to users of the Software. This shall include handling the first intake of all questions/remarks regarding

the Software, making reasonable endeavors to solve any problems, and notifying unresolved problems to us.

3.5. You shall give reasonable assistance to us in solving any problem including, for instance, by providing a listing of output and any other data that we may reasonably request to reproduce and/or resolve the problem, and allowing us reasonable access to the Software.

4. Support Categories and Response Times

4.1. Our working days and working hours for Support shall be from Monday to Friday:

APAC: 09.00am - 18.00pm (Japan Standard Time - Asia and Australasia),
EMEA: 08.00am - 18.00pm (GMT +00:00 - Europe and Rest of World), or
AMERICAS: 08.00am - 18.00pm (Eastern Standard Time - Americas),

depending on the location of designated representative(s) as advised to us through the on-line customer support centre or elsewhere. We will make reasonable endeavors to progress requests on public holidays in the time zone you have chosen but which are not public holidays in other places from which Support personnel with suitable knowledge can be made available.

4.2. We provide Support according to the following categories. We may change the categories or change the status of a request to an enhancement request so long as it is reasonable to do so.

a) A "Critical Priority Error" means a problem which simultaneously affects all or more than one of your users and for which no practicable workaround is available and that prevents or materially impairs the performance of substantially all major functions of the Software as described in the Documentation so that: (i) the Software is unavailable to the you or at material risk of becoming unavailable; or (ii) you are unable to use the Software due to continual failures or data corruption. Once a Critical Priority Error is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) it shall be reclassified a Medium Priority Error.

b) A "High Priority Error" means a problem for which no practicable workaround is available that prevents or materially impairs the performance of a major function of the Software as described in the Documentation so that: (i) a major function of the Software is unavailable to you or its availability has been materially interrupted and substantial risk of recurrence exists; or (ii) you are unable to use the Software due to intermittent failures or data corruption. Once a High Priority Error is resolved (whether by procedural workaround, system restart, hot-fix, or otherwise) it shall be reclassified a Medium Priority Error.

c) A "Medium Priority Error" means a problem, whether or not a practicable workaround is available, that prevents or materially impairs the performance of a minor function in the Software as described in the Documentation, but that does not make the Software wholly unavailable to you or materially inhibit your use of the Software.

d) A "Low Priority Error" means a problem that does not prevent or materially impair the performance of any function in the Software as described in the Documentation, and does not materially inhibit your use of the Software. Such a problem may be cosmetic in nature.

4.3. Initial response times, from the time that you make a request through the on-line customer support centre, are decided by your Support Level and by the category of the request. We shall try to meet these times, but make no guarantee of this, or of immediately resolving your request.

Category	Support Level 1	Support Level 2
Critical	1 working day	3 working hours
High	2 working days	5 working hours
Medium	3 working days	1 working day
Low	5 working days	5 working days

5. Fees

5.1. You will pay us in the currency shown in the Quotation. The initial Maintenance Fee is payable at the start date of this Agreement. However, if we have agreed in writing that you shall pay following our invoice you will pay the amount of any valid invoice in full within 30 days unless a different period is given on that invoice. You shall pay the amount in full within thirty (30) days and in the currency shown in the Quotation. Interest will be chargeable on overdue payments not disputed by you in writing and in good faith on a day-to-day basis at seven percent (7.0%) per annum above the European Central Bank rate or the maximum allowed by applicable law, which interest shall be immediately due and payable together with any additional costs incurred as a direct result of SDL enforcing its rights in accordance with the terms of this agreement. Furthermore, we may suspend Maintenance for the relevant Software until you pay the Maintenance Fee and any interest charge. We shall not do either of these things if you are in good faith challenging our invoice and trying to resolve this with us in as short a time as can be reasonably achieved.

5.2. If you license additional Software then for each license you must pay the additional Maintenance Fees according to the then current price.

5.3. If any Maintenance Fee is to be applied to a different period from the one for which it is defined we will calculate the amount due *pro-rata*. If, for example, the period lasts 365 days and you license additional Software 65 days into the period, we shall calculate the amount *pro-rata* for the remaining 300 days, and charge you that for Maintenance for the remainder of the period.

5.4. We reserve the right to increase the Maintenance Fees by no more than 5% during any 12 month period.

6. Confidentiality

6.1. You and we may, because of our relationship under this Agreement, have access to information and materials which the other treats as confidential (such as business plans, financial information, designs, marketing, finances, customers and so on, or other business information or trade secrets), and you and we each agree to keep this information of the other confidential, and to use it only as we need to in order to carry out our tasks under this Agreement.

6.2. If we call whichever of us receives the other's confidential information the "receiving party" and the other the "disclosing party", then:

   a) the receiving party does not have to keep confidential any information of the disclosing party which: (i) becomes generally available to the public through no fault of the receiving party; (ii) was independently developed by the receiving party; or (iii) becomes available to the receiving party on a non-confidential basis from someone other than the disclosing party, so long as that someone is not prohibited for any reason from revealing it to the receiving party; and

   b) The receiving party may disclose information of the disclosing party to the extent that this is required by law or by order of a court or governmental agency provided,

however, that the receiving party must give the disclosing party prompt notice of such disclosure.

6.3. You and we agree that all confidentiality obligations concerning the Software or Documentation or any information which is a trade secret shall survive in perpetuity, and obligations concerning any other confidential information shall end five (5) years from the date of its disclosure.

7. Term and Termination

7.1. The Term of this Agreement shall start on the date that we make the Software available to you. Unless it is terminated as given in this Section 7 it shall last until the date given for its expiration in the Quotation and shall then automatically renew for periods of one year or any different period specified in that Quotation.

7.2. This Agreement may be terminated:

a) by either you or us with immediate effect if the other fails to perform any of its material obligations under this Agreement, and continues to fail for thirty (30) days after receipt of written notice of this by the other;

b) by either you or us with immediate effect if the other: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files a voluntary bankruptcy petition; (iv) acquiesces to any involuntary bankruptcy petition; (v) is adjudicated bankrupt; or (vi) ceases to do business;

c) by either you or us at the end of the period given in the Quotation or the end of any renewal period, by means of written notice to the other delivered not less than sixty (60) days in advance.

7.3. If you terminate this Agreement under Section 7.2(a), above, you shall be entitled to a *pro rata* refund of any Maintenance Fee for which you have prepaid up to the date of your delivered notice. You shall not be entitled to a refund in any other circumstances.

7.4. We may shorten any renewal period by giving you notice not less than 65 days before the start of such a renewal period, and will reduce the amount of any Maintenance Fee *pro rata*. We may do this to align dates for payment of Maintenance with dates for payment of other services that we provide to you, for instance.

7.5. Any provisions of this Agreement which, by their nature, extend beyond the Term will survive and remain in effect until all their obligations are satisfied.

8. Limitations on Liability

8.1. IN NO EVENT SHALL EITHER YOU OR WE BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE INCLUDING, FOR INSTANCE, ANY LOST REVENUES OR PROFITS OR COSTS ARISING FROM UNFITNESS FOR PURPOSE. Nothing elsewhere in this Agreement shall overrule this.

8.2. OTHER THAN FOR PHYSICAL INJURY OR DEATH CAUSED BY THE NEGLIGENT ACT OR OMISSION OR WILFUL MISCONDUCT OF YOU OR US, OR AS CONCERNS ANY CLAIMS ARISING UNDER SECTION 6 (CONFIDENTIAL INFORMATION), YOUR TOTAL LIABILITY TO US AND OUR TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE AMOUNT OF MAINTENANCE FEES PAID OR PAYABLE TO US UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS. Nothing elsewhere in this Agreement shall overrule this.

9. Publicity.

    9.1. We may use your graphical logo and company name on our website and in marketing materials to represent that you are a client, and shall respect any procedures and/or guidelines provided by you for the use of your logo.

    9.2. Either you or we may make announcements regarding this Agreement or its contents with the prior consent in writing of the other, and this consent will not be unreasonably withheld or delayed or have unreasonable conditions attached to it. It cannot be withheld where the announcement is to meet the requirements of any applicable regulatory body.

10. General Contract Provisions

    10.1. Entire **Agreement.** This Agreement comprises the entire agreement and understanding relating to its subject matter. It supersedes all other prior agreements and understandings, written or oral.

    10.2. Severability. If any provision of this Agreement is declared invalid or illegal then the remaining provisions of this Agreement shall be unaffected, unless the fundamental reason for the Agreement existing is cancelled by this. Headings are used in this Agreement for convenience only, and do not affect its meaning.

    10.3. No **Waiver of Rights.** If you or we don't exercise one of our rights under this Agreement or do not do so quickly this does not mean that either you or we are prevented from exercising any of our rights.

    10.4. No **Variation; Notices.** No change in the provisions of this Agreement will be valid unless confirmed in writing by both you and us on or after the start of the Term. Any notice given under this Agreement must be in writing and may be delivered personally or by recorded delivery post and in the case of post will be deemed to have been given two (2) working days after the date of posting. Notices shall be delivered or sent to us at: Globe House, Clivemont Road, Maidenhead, Berkshire SL6 7DY England or to you at the address given in the Quotation or to any other address notified in writing by you or us for the purpose of receiving notices. Facsimile exchange of signatures, including the emailing of a scanned signature, shall be binding.

    10.5. Remedies. You and we acknowledge that breach of the confidentiality obligations would cause irreparable harm for which monetary damages would be insufficient remedy. Therefore, you and we each agree that if this happens, in addition to any other remedies, whichever of us is harmed is entitled to seek injunctive or other equitable relief against the other.

    10.6. Independent **Contractors.** The relationship between you and us is that of independent contractors. Nothing in this Agreement creates or implies a partnership, joint venture, agency relationship or contract of employment.

    10.7. Non-**solicitation.** Neither you nor we shall, without the prior written consent of the other, at any time solicit, or seek to solicit, the services of any employee or contractor of the other during the Term or for six months after it ends. This will not stop either you or us from hiring anyone who, without solicitation, responds to any advertisement for employment in a public medium.

    10.8. Force **Majeure.** Other than as concerns your obligation to pay, neither you nor we shall be liable for any breach of obligations resulting from an event beyond your reasonable control or ours, respectively. When either you or we become aware of such an event the other must be notified, with details of the circumstances causing the event. If a default due to

such an event continues for more than six weeks then whichever of you or we is not in default shall be entitled to terminate this Agreement.

10.9. Assignment. Either you or we may assign all rights and obligations under this Agreement to its owner or its successor in business by giving notice in writing to the other. In no other way may this Agreement nor any rights under it be assigned or otherwise transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and shall not have unreasonable conditions attached.

10.10. Prevalence of English Language: This Agreement is drawn up in the English language. If this Agreement is translated into any language other than English, the English language version shall control.

10.11. Governing Law; Jurisdiction. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and you and we submit to the exclusive jurisdiction of the Massachusetts Courts in relation to all matters arising out of or in connection with this Agreement. You and we agree in the first instance to attempt to settle any dispute arising out of this Agreement by negotiation.

OAKLAND UNIFIED SCHOOL DISTRICT

_____

President, Board of Education
Oakland Unified School District

_____

Secretary, Board of Education
Oakland Unified School District

Approved as to Form

_____

Jacqueline Minor, General Counsel

License Terms
SDL Trados Studio

These license terms are an agreement between SDL Global Solutions (Ireland) Limited ("SDL"), and you. They apply to the software named above which includes all associated media, printed materials, and "online" or electronic documentation. The terms also apply to any SDL:

- updates
- supplements
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By installing copying, or otherwise using the software, you agree to accept these terms. If you do not accept the terms, do not use the software. If you use the software the following terms apply (which will bind you and your employees):

1. Installation and Use Rights

In consideration of you agreeing to abide by these terms and for payment in full of the license fee, SDL grants to you with effect from the date of installation by you of the software a non-exclusive, non-transferable license to use the software on these terms.

You may install and use only one (1) copy of the software at a time (in object code format only), on only one workstation computer solely for your internal business purposes. After upgrading the Software you may no longer use the software that formed the basis for your upgrade eligibility.

2. Restriction on Use

Electronic Devices: You shall not permit any computer or other electronic devices (each a "Device") to use, access, or display the software or run other executable software residing on the workstation computer or any computer in connection with the software, nor may you permit any Device to display the software's user interface, unless the Device has a separate license for the software. Hardware or software that reduces the number of Devices directly accessing or using the software shall not reduce the number of licenses required for the software. If the software is used in a clustered environment, you may use the software on a temporary basis on a server employed solely for fail-over support.

Use with SDL Translation Memory Server, SDL Trados Team or SDL Studio GroupShare Software: If the software is used in connection with SDL Translation Memory Server and/or SDL Trados Team and/or SDL Studio GroupShare (the "Server Software") you must also hold a valid "Concurrent Access License," as described in the separate end user license agreement that accompanies the Server Software (the "Server Software EULA"). You shall not use the software or access or otherwise use the Server Software in any manner that would violate the Server Software EULA. You must have a separate Concurrent Access License for each Device that accesses or otherwise uses the Server Software, and the software used in connection with a Concurrent Access License must have the same or a later version number than the Server Software that the Device accesses or otherwise uses.

SDL Trados Studio Freelance and SDL Trados Studio Starter Use: If the software is designated SDL Trados Studio Freelance or SDL Trados Studio Starter or is otherwise given to be software for "freelance" or "starter" use then it may be used only by you as an individual person, and may not be used on a corporate domain-based network.

Application Programming Interface and Access by Non-Licensees: The software (or certain functionality) may be provided with an application programmable interface ("API"). This agreement does not allow you to make use of the API, except solely to automate manual steps in the normal functionality of the software that otherwise would be performed through its user interface. Without limiting the foregoing, you are prohibited from giving access to the software (or to its functionality) to non-licensees (e.g. through terminal server technology or a Web interface to the software running on a server).

Should a valid sales order between SDL and you provide for different limits on any use, access or functionality of software or Concurrent Access Licenses, those limits shall apply.

3. Proprietary Formats

The software may use proprietary formats for passing on information between the software's components. You may only make use of such formats in the course of using the software.

4. Full payment

You shall pay the license fees in such amounts and at such times as set out in the sales order.

5. Scope of License

This software is licensed, not sold. Any use of the software except as expressly permitted by this agreement requires the prior written consent of SDL in its sole and absolute discretion. SDL reserves all rights not expressly granted to you in this agreement.

6. Ownership

SDL retains all right, title and interest in and to the software including all intellectual property rights therein. Therefore you may not use, copy or distribute the software without SDL's authorization, except that you may make one (1) copy of the software solely for backup or archival purposes. You may not copy the printed materials accompanying the software.

7. Other Restrictions

You may not modify, copy or adapt the software; merge the software into another program; reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the software; or combine the software with any other software or hardware, except as expressly permitted in this agreement or to the extent permitted by law.

You may not under any circumstance, remove or alter copyright notices, registration numbers, or other features serving to identify the software.

You may not hire out the software (or any part thereof) to any third party for commercial purposes or for service bureau use; or transfer, sublicense, rent, lease, loan, or otherwise indirectly (such as by consignment) permit access to any portion of the software to any third party.

8. Linked Services

In using the software you may be given the option to access a service involving transmission of text over the Internet. In selecting that option you accept that you are responsible to ensure that this will not violate any rights of the owner of the text or any applicable laws, including any law concerning data privacy or protection.

In using the software you may be given the option of using a service of a third-party provider. In selecting that option you accept that you are responsible to ensure that neither the provision of text nor the use of such a service will violate any rights of the owner of the text or any applicable laws, including any law concerning data privacy or protection. You agree that SDL will not be held responsible for the service of third-parties or for its results. You agree to comply with any terms of service imposed by the service provider.

You accept that SDL provides access to services described in this Clause 8 for your convenience only and may alter, change or withdraw any linked service or any part of it, whether temporarily or permanently, with or without notice to you, and you confirm that any such alteration, change or withdrawal shall be without any liability to you. You agree to hold harmless and indemnify SDL, its subsidiaries, affiliates, officers, agents and employees from and against any third-party claim of any kind or nature arising from or in any way related to your use of such linked services.

9. Assignment

You may assign all (but not part only) of your rights and obligations under this agreement to your owner or successor in business by giving notice in writing to SDL. In no other way may this agreement nor any rights under this agreement be assigned or otherwise transferred by you, without the prior written consent of SDL, which consent shall not be unreasonably withheld. This agreement is binding upon you and any of your successors and permitted assignees.

10. Limited Warranty

SDL warrants that, for a period of ninety (90) days after delivery of the software to you (the "Warranty Period"): (a) the medium on which the software is furnished under normal use will be free from defects in materials and workmanship; and (b) the software will perform in all material respects in accordance with the user documentation and any other associated materials. This warranty is valid only for you as the original purchaser. If you properly notify SDL of any warranty claim during the Warranty Period, SDL shall (at its sole option) fix, replace, or refund the purchase price of the software and in the case of refund terminate this license, without any additional charge and this shall constitute your sole remedy for breach of this warranty. Any supplements or updates to the software, including, without limitation, any service packs or hot fixes provided to you after the expiration of the Warranty Period shall not be covered by any warranty or condition, express, implied, or statutory. The foregoing warranties are void if failure of the software has resulted from accident, abuse, misapplication, abnormal use, or a virus.

11. NO OTHER WARRANTIES

THE SOFTWARE IS PROVIDED AS-IS AND ANY LINKED SERVICE IS PROVIDED AS-IS AND AS-AVAILABLE AND SAVE AS SET OUT IN CLAUSE

10 ABOVE ALL WARRANTIES, CONDITIONS OR OTHER TERMS CONCERNING THE SOFTWARE, LINKED SERVICES OR ACCOMPANYING WRITTEN MATERIALS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING THOSE RELATING TO SATISFACTORY QUALITY AND FITNESS FOR PURPOSES) ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE THAT THE SOFTWARE AND LINKED SERVICES HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THEREFORE YOU ASSUME ALL RESPONSIBILITIES FOR THEIR SELECTION AND FOR DETERMINING THAT THEIR FACILITIES AND FUNCTIONS MEET YOUR REQUIREMENTS, AND YOU ACCEPT THAT NO WARRANTY IS GIVEN THAT ANY LINKED SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT THE RESULTS OBTAINED FROM SUCH A SERVICE WILL BE ACCURATE OR THAT ANY ERRORS IN THAT SERVICE WILL BE CORRECTED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SDL (OR ANY OF ITS AFFILIATES) SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE FOR ANY LOSS, INJURY, CLAIM LIABILITY OR DAMAGE OF ANY KIND OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT EVEN IF SUCH LOSSES AND/OR DAMAGES WERE FORESEEN, FORESEEABLE OR KNOWN, FOR: (A) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, (B) ECONOMIC LOSS, (C) LOSS OF ACTUAL OR ANTICIPATED PROFITS, (D) LOSS OF BUSINESS REVENUE, (E) LOSS OF ANTICIPATED SAVINGS, (F) LOSS OF BUSINESS, (G) LOSS OF OPPORTUNITY, (G) LOSS OF GOODWILL, OR (H) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SOFTWARE.

SUBJECT TO THE REMAINDER PROVISIONS OF THIS CLAUSE11, IN NO EVENT WILL SDL's AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE FOR ANY DEFAULT (OR SERIES OF RELATED EVENTS OR DEFAULT) UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR (II) ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

12. Term and Termination

This agreement is effective when you first install the software, and shall terminate upon the earlier of (a) your failure to pay the license fee in accordance with the terms of the sales order (b) your failure to comply with any of the terms or conditions hereof (c) you becoming insolvent in any jurisdiction, or (d) destruction of all copies of the software in your possession.

On termination (a) all rights granted to you under this agreement shall cease (b) you must cease all activities authorized by this agreement and (c) you must immediately delete or remove the software from all Devices and immediately destroy all copies of the software and all of its component parts and accompanying written materials in your possession.

13. Confidentiality

The software contains trade secrets and other proprietary know-how of SDL. Any use or disclosure of the software or of its algorithms, protocols, or interfaces, except strictly in accordance with the terms of this agreement, is expressly prohibited save with the prior written consent of SDL.

14. No Unbundling

The software may include multiple applications, utilities, and components, may support multiple platforms and languages, and may be provided to you on multiple media or in multiple copies. Nonetheless, the software is designed and provided to you as a single product bundle to be used as a bundle. You are not required to use all component parts of the software, but you shall not unbundle the component parts of the software for use on different servers.

15. Waiver

No failure or delay by either party to exercise any right or remedy existing under, or in connection with this agreement will act as a waiver, or otherwise prejudice or restrict the rights of that party.

A waiver by either party of any default shall not constitute a waiver of any subsequent default.

16. Severability

If any of the terms of this agreement are determined by any competent authority to be invalid, unlawful or

unenforceable to any extent, such term, condition or
provision will to that extent be severed from the
remaining terms, conditions and provisions which
will continue to be valid to the fullest extent
permitted by law.

17. Third Parties

A person who is not SDL or you shall have no right
under the Contracts (Rights of Third Parties) Act
1999 to enforce any term of this agreement.

18. Applicable Law

This agreement shall be governed by the laws of the
Commonwealth of Massachusetts, without reference to conflict of
laws principles.

19. Entire Agreement

This agreement is the entire agreement between
you and SDL concerning the software, and
supersedes any other communications or
advertising with respect to the software and
documentation. If any provision of this agreement is
held invalid, the remainder of this agreement will
continue in full force and effect.

Nothing in this agreement shall restrict or exclude
any party's liability (or remedy in respect of) for fraud
or fraudulent misrepresentation.

Account Number: 41319532
IBAN Number: IE92 ULSB 9850 0541 3195 32
Sort Code: 98-50-05
Swift Code: ULSB IE 2D
Bank Details: Ulster Bank International, Georges Quay, Dublin 2, Ireland

SDL

To:
Jacqueline Minor
1000 Broadway
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CA
94607
United States

SDL Global Solutions (Ireland) Ltd
La Vallee House, Upper Dargle Road
Bray
County Wicklow
Ireland

Tel: +353 1 205 0200

28 March 2016 12:45 (UTC)

Quote Number: 129729
Quote Expires On: 31 March 2016

Payment terms are net 30 days of invoice.

Hi Jacqueline,

I have put together your quotation based on our calls and requirements for your district needs. The quotation now includes custom onsite training, I've provided below what the training will consist of.

2 days onsitetraining for translators. That will be custom, but will mix content from Getting Started 1and Intermediate with some custom exercises based on their schools documents.

Class prep.

- o **Pre-translation work to be done with Angel and two of hermore tech savvy staff members.**

    - **How to align, using their own files and then giving themtime to build a TM using that knowledge.**

    - **How to create a termbase, which should result in creatinga separate termbase for each of their 5 different language pairs to be used inthe training and going forward.**

- o **GS Cloud environment prep for Angel and two tech savvystaff members.**

    - **The basic understanding of workflow in their GS Cloudenvironment.**

    - **Creating TMs, termbases, users and assigning permissions as appropriate.**

o **PM Training for Angel and two tech savvy staff members.**

This training will provide all the necessary requirement for your team to become successful in deploying this solution. Let me know if you have any questions.

Thank you
Luis

Product	Quantity	Price Each	Subtotal
SDL Studio GroupShare Cloud - 5 million TUs, 5 x PJMs, 5 x Translators - 12-month term	1	US$6800.00	US$6800.00
SDL Studio GroupShare Cloud - Additional Translator - Per month	1	US$240.00	US$240.00
SDL Trados Studio 2015 Professional	11	US$2316.00	US$25476.00
Training 2015 - SDL Trados Studio Customized Training	2	US$1350.00	US$2700.00
Training 2015 - SDL Training - Course Preparation	1	US$1800.00	US$1800.00
Training Travel Expenses - for 2 days of onsite training delivery (fixed rate)	1	US$1500.00	US$1500.00

		Total Product Cost:	US$38516.00
SDL Language Solutions Support		**Price**	**Subtotal**
PSMA Level 1 Desktop - Premium Software Maintenance Agreement		US$6369.00	**US$6369.00**
		Total Cost:(ex. VAT)	**US$44885.00**
		Total VAT:	**US$0.00**
		GRAND TOTAL:	**US$44885.00**

You can place an order from this quote using any of the following methods:

- Print this quote, sign it and fax to SDL Global Solutions (Ireland) Ltd. at +353 1 204 0587
- Sign in to your account area - see quote 129729 in the Quotes section

THE PROVISIONS OF THIS QUOTATION AND ANY RELATED AGREEMENT PROVIDED BY SDL SHALL CONTROL AND HAVE PRECEDENCE OVER THE TERMS OF ANY PURCHASE ORDER FROM CUSTOMER WITH RESPECT TO PRODUCT AND SERVICES.

Luis Castro | Sr. Business Manager, Corp. West Region | **SDL** | Language Technologies Division | **(T)** (312) 281-0539 | **(C)** (773) 817-6258|

Would you like to comment on my level of Customer Satisfaction? Please email my manager, Kristen Shauger **at kshauger@sdl.com** with any comments.

In the event that maintenance services are included in this quote, in ordering these services I do so on the terms given in the SDL Premium Software Maintenance Agreement unless otherwise agreed in writing and signed by the authorised representatives of each of us.
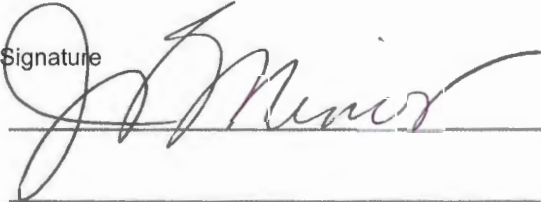
For customer use:

Terms and Conditions of Sale

Please tick to indicate your acceptance of these Terms:

☑ In the event that this Quote includes any SDL Studio GroupShare Cloud products or services, it is agreed that the use of such products and services shall be governed by the Terms as set forth at GroupShare Cloud Terms and Conditions of Sale and are incorporated herein by this reference. By ticking this box, you agree to be bound by the provisions set forth herein, and these Terms constitute a legally binding agreement.

Authorisation

Signature _~~Minix~~_

Date _3/28/16_

Title _General Counsel_

PO Number _____

Bank Details: