

MASTER SERVICES AGREEMENT

between

TEXAS EDUCATION AGENCY

and

SKYWARD, INC.

JUNE 1, 2011

EXHIBIT A-9

SALES & MARKETING

STATEMENT OF WORK

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1 General Sales and Marketing

This Statement of Work (SOW) documents the Sales and Marketing plan to be provided to TEA by the Vendor and sets forth the mutual understanding of the Parties regarding the roles, deliverables, and responsibilities of TEA and the Vendor, under the Master Services Agreement (the Agreement) entered into by the Parties as of the Effective Date.

The scope of the Sales and Marketing plan is as follows:

- Total District Sales Goal
- Early LEA Sign On
- Purchases Outside of the Agreement
- LEA Transition Away from the Agreement

The Vendor will meet agreed-on responsibilities. TEA will meet agreed-on responsibilities so that the Vendor can produce the identified deliverables and Service Levels. Each of the Parties shall be responsible and obligated to perform only those responsibilities stated in this document.

1.1 Glossary – General Terms

A glossary of definitions and explanations that apply to this Exhibit A-9 are provided in a separate document titled Exhibit A-1 – Definitions.

1.2 Statement of Work Change Control

Any change or modification to the Vendor Services will be performed through the Change Control Procedures in Section 1.9 of the Agreement. If new or additional the Vendor Services are required, such services may be provided pursuant to Section 1.3 of the Agreement and will be provided pursuant to the Terms and Conditions set forth herein and will then become part of the Vendor Services. Any other changes or modifications to the Vendor Services may be performed pursuant to the Change Control procedures in Section 1.9 of the Agreement and would be provided pursuant to mutually agreed-on Terms and Conditions. To the extent any such changes or modifications have not been agreed through the Change Control procedures, the Vendor shall have no obligation to perform such modified services

2 General Responsibilities

2.1 Vendor Responsibilities

2.1.1 Account Management

- Provide one (1) resource as a primary point of contact to TEA. This Agreement will, in most cases, be the Vendor Project Manager (PM) assigned to TEA.
- The PM will:

- Work closely with TEA to define requirements for ongoing sales and marketing, communicate status, and escalate problems or issues as necessary
- Manage billing, invoicing, change order management, office/administrative support, staff management, account overall management, performance metrics, and other account management activities

2.1.2 Service Management Process

- Participate in joint planning to integrate TEA and the Vendor current and future plans that will directly affect support of TEA's efforts
- Use the Vendor standard processes to manage in-scope services listed in Section 1.0 of this SOW
- Conduct Performance and Service Level reviews between TEA and the Vendor on a quarterly basis, or as otherwise mutually agreed by the Parties
- Report on Service Level metrics as described in this SOW

2.1.3 Compliance

- Adhere to security and regulatory agreements as set forth in the Agreement

2.2 TEA Responsibilities

2.2.1 Account Management

- Provide a list of primary and backup contacts for ongoing interaction with the Vendor PM and Provide updates to the list as appropriate
- Provide and maintain a written current escalation contact list for exception conditions
- Provide business change forecasts that may affect the sales by the Vendor, with reasonable lead time such that the Vendor can make the needed changes without compromising its ability to meet agreed sales goals
- Make management decisions and provide information, authorizations, approvals, and acceptances on a timely basis so that the Vendor can deliver services properly, efficiently, and within time constraints

3 Sales and Marketing

This SOW is divided into the following cross-functional service areas:

- District Sales Goal
- Early LEA Sign On

- Purchases Outside of the Agreement
- Transition Away from the Agreement

3.1 District Sales Goal

The vendor has a nonbinding sales goal of creating an installed base of more than 400 LEAs under the terms of the Agreement within three (3) years of go live. This total includes and LEAS districts on Agreement whether converted from the existing installed base or LEAs sold incrementally.

3.1.1 Vendor Responsibilities

- Vendor will be responsible for marketing and selling the Agreement to all Texas LEA's.

3.1.2 TEA Responsibilities

- Encourage ESCs and LEAs to reach the goals of this Agreement

3.1.3 Early LEA Sign On

LEAs may take advantage of Agreement prior to completion of state adaptations. Early adoption, prior to the completion of state adaptations, will accelerate the market and the Vendor's ability to execute the contract.

3.2 Purchase Outside of the Agreement

LEAs that purchase outside of the Agreement and the associated LEA Service Level Agreement (SLA) are not subject to the terms of this Agreement

The Agreement only supports Software as a Service (SaaS) hosted implementations for under and over threshold purchases. Any implementations NOT on the Vendor's Texas data center are not subject to Agreement pricing.

3.2.1 Vendor Responsibilities

- Create marketing materials that provide a cost/benefit analysis between using the state contract and direct purchase from the vendor
- TEA Responsibilities

3.3 Transition Away From the Agreement

LEAs that choose to leave the Agreement must pay amortized subscription and hosting fees as described in the LEA Service Level Agreement (SLA) between the Vendor and the LEA until they are off the Agreement.