

MASTER SERVICES AGREEMENT

between

TEXAS EDUCATION AGENCY

and

SKYWARD, INC.

JUNE 1, 2011

SCHEDULE 11.3

TERMINATION OF AGREEMENT

1 Termination for Cause

If either party is in default under the terms and conditions of this Agreement and such default remains uncured for a period of thirty (30) days following receipt of written notice of such default, then the other party may terminate this Agreement without further notice. Provided however, if such default cannot reasonably be cured within thirty (30) days, then within (30) days of receipt of the notice of default the party in default shall submit a plan to cure said default as soon as reasonably possible, but not later than ninety (90) days following receipt of the notice of default. If the plan to cure does not remedy the default within ninety (90) days, then the other party may terminate this Agreement without further notice.

2 Termination for Convenience

Notwithstanding Section 1 above, either party to this Agreement may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with ninety (90) days prior written notice of such termination.

3 Effect of Termination

In the event of a termination of this Agreement for any reason, Vendor shall have the option, but not the obligation, to continue to honor the individual LEA Services Agreements entered into between Vendor and the LEAs prior to the termination of this Agreement. Provided however, Vendor shall have no obligation to continue to offer the LEAs the pricing described in this Agreement.

The Vendor's final invoice or invoices will be due immediately upon termination of the Agreement. If the Vendor's invoice or invoices are not received by TEA within forty-five (45) days of termination of the Agreement, no amounts will be paid by TEA, nor will further invoices be accepted.