

PUBLIC CONSULTING GROUP

GoalView™ Agreement

THIS GOALVIEW™ AGREEMENT (hereinafter “Agreement”) is entered into by and between Public Consulting Group, Inc. (“PCG”), located at 148 State Street, 10th Floor, Boston, MA 02109, and Provo School District (“DISTRICT”), a public governmental educational agency located at 350 South 600 West, Provo, UT 84701.

Effective Date: The Effective Date of this Agreement is July 1st 2019 – June 30th, 2022.

- I. *Term:* The Initial Term shall be for three (3) years after the Effective Date. Any party may terminate the agreement upon written notice to the other no less than 30 days prior to the end of the current Term. The fee shall be as set forth in Exhibit B or as may be amended by PCG by written notice no less than 60 days prior to the end of the Term.
- II. *License:* PCG owns the GoalView™ software and its associated written documentation and training program and materials (hereinafter “GoalView™ Software and Documentation”). PCG grants DISTRICT a non-exclusive, non-transferable license to use the GoalView™ Software and Documentation solely for purposes of the DISTRICT students identified in Exhibit A to this Agreement, and solely by the authorized staff users. DISTRICT may, at its own expense, copy or print the GoalView™ Documentation, in whole or in part, as needed for its effective use and operation of the GoalView™ Software, provided, however, that DISTRICT shall reproduce PCG's trademark, copyright and other proprietary notices on all such copies. DISTRICT may not otherwise copy, license, sell, lease, transfer, distribute, modify, alter, reverse engineer, disassemble, or decompile any portion of the GoalView™ Software and Documentation and must take all necessary steps to prevent others from doing so. Should DISTRICT learn of any unauthorized use of the GoalView™ Software and Documentation, DISTRICT shall immediately notify PCG. Upon any termination of this Agreement, the license granted DISTRICT is revoked and DISTRICT shall immediately cease all use of the GoalView™ Software and Documentation and must destroy, and certify in writing to PCG the destruction of, all copies of the GoalView™ Software and Documentation. DISTRICT has no rights in the GoalView™ Software and Documentation other than those set forth in this Agreement. The services provided in conjunction with the license are set forth in Exhibit A.
- III. *GoalView™ Software and Documentation Fees:*
 - a. GoalView™ software system application, modules, and support and training services fees are set forth in Exhibit B.
 - b. GoalView™ Documentation is available on-line at no cost to District. Documentation is also available for separate purchase in published form from PCG.
 - c. Any additional GoalView™ applications, modules or services not initially purchased may be added by amendment to Exhibit B, for a fee set by PCG and prorated to the end of the Term or Renewal Term.
- IV. *GoalView™ Support Services:*
 - a. *GoalView™ Administrator and Manager:* DISTRICT will designate, in writing, no more than two (2) persons total, who will be responsible for implementing GoalView™, providing