



AlcoholEdu® for High School

One Year Data Protection and Purchase Agreement

This AGREEMENT dated as of September 9, 2009, between Outside The Classroom, Inc., a Delaware corporation, having an address at 250 First Avenue, Suite 201, Needham, MA 02494 (the "Company"), and Orange Park High School, 23 S. Green St., Green Cove Springs, FL 32043, (hereinafter called "Institution").

1. **Company Products.** The terms "Company Products" and "Products" as used in this Agreement mean the online educational courses and surveys described in the Schedule A attached.
2. **Purchases.** For each year of the Term (as defined in Section 3 below), the Institution shall pay the Company the Purchase Price set forth in the attached Data Protection and Purchase Agreement: Schedule A (the "Schedule A") and shall purchase the right of unlimited use of the Products for the student populations of the Institution as described in the Schedule A. Unlimited use is defined as a full Population Level Prevention implementation for the entire first year class for those classes graduating in (2013) and additional usage for up to four populations, as determined by the Institution. Amounts due shall be paid by the Institution upon receipt of each invoice from the Company. Invoices shall be issued in accordance with the payment terms described in the attached Schedule A. Institution acknowledges and agrees that it is not purchasing any of the intellectual property or proprietary information of the Company embodied in the Company Products, all of which shall remain the sole property of the Company in accordance with Section 6 hereof.
3. **Term and Termination.** This Agreement shall be effective as of the date first written above and shall continue until the earlier of 1) the first anniversary of the date of activation of the Company Products for use by the Institution or 2) 6/30/2010 (the "Term"). This Agreement shall automatically renew for successive one-year terms at the then current prices on an annual basis at the end of the Term until such time as either party provides ninety (90) days written notice prior to the end of the then-existing term.
4. **Restriction on Use of Confidential Information.** Information obtained by the Company from the use of Products by students of the Institution will not be made public in a manner which is specific to the Institution except as otherwise agreed to in writing between the Company and the Institution. The Company may use the data obtained from such use in the aggregate for reporting and research purposes and other health improvement initiatives. Any student login identification information that has been provided to the Company by the Institution will only be used for the purposes of contacting the student or the Institution's course administrator regarding a student's participation in and completion of the AlcoholEdu course. The Company will be permitted to share with other schools (potential partners) and through other forms of advertising and promotion the fact that Institution has agreed to purchase Company Products.

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For purposes of this Agreement, "Confidential Information" shall mean any written information and data of a confidential nature, including but not limited to proprietary, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which is disclosed by one Party ("Discloser") to the other Party ("Recipient") pursuant to this Agreement. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof. All Confidential Information delivered pursuant to this Agreement (a) shall not be copied, distributed, or disseminated in any manner by Recipient, except to those affiliates, directors, officers, employees, agents, contractors or advisors of Recipient who have a need to know, without the prior written consent of the Discloser and (b) shall not be used by Recipient for any purpose, except as otherwise expressly stated herein, without the prior written consent of the Discloser. The confidentiality obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through Institution's Web site(s); (b) was lawfully in Recipient's possession prior to receipt from Discloser; or (c) is received by Recipient independently from a third party free to lawfully disclose such information to Recipient.

5. **Student Confidentiality.** It is the Company's policy to respect the privacy of the students who utilize the online education services. The Institution's school administrator will assign a login ID for each student. The Web site requires students to enter certain information during the registration process such as month/year of birth and the login identification number. In addition, the school administrator can choose to allow students to include their names for the purpose of administering the course. The Company collects additional information from students of the services including test results and optional survey data (as specified in Schedule A). The Company may share the aggregate information about students, test and survey results with third parties and the Institution. Any survey or test data provided by students will be blinded before being provided to the academic Institution or any other third party. "Blinded" means that the Company will extract all personally identifiable information from the data, including names or any other personally identifying information. No information will be provided to the student's Institution other than: 1) the fact the user completed the course; 2) whether the user passed the test; and 3) any additional aggregate or blinded data the Institution may request. For additional information please see the Company's Privacy Policy at www.outsidetheclassroom.com.

The Company will not distribute or disclose private, personally identifying student information to any person or entity, except on a confidential basis to our employees, subcontractors, agents or service providers in connection with network maintenance or for initiating, implementing and maintaining additional features to the Company Products who are bound to preserve the confidentiality thereof; provided that (i) students will be permitted to share their own user information with the Company's technology, content, product and service partners, and (ii) the Company may share aggregate registration and usage information with potential sponsors and commercial partners.

The Institution represents and warrants to the Company that it has obtained all parental consents and permissions in connection with the administration of the AlcoholEdu course and the other Products required by federal, state, and local law (including without limitation all regulations and rules thereunder), and the Institution hereby agrees to defend, indemnify and hold harmless the Company from and against any and all claims, suits, liabilities, damages, losses and associated costs and expenses (including without limitation reasonable attorneys' fees), arising out of or in connection with (a) the failure of the Institution to have obtained any such required consent or permission, (b) the gathering, use or dissemination of information relating to the Institution's students or (c) any assertion that the gathering, use or dissemination of such information violated any rights (including any privacy rights) of, or otherwise caused injury or emotional distress to, the students or their respective parents.

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6. **Intellectual Property Protection.** Institution acknowledges that the Company Products, any necessary software used in connection with Company Products (the "Software"), the survey data, test results and all services provided hereunder are proprietary to the Company and comprise: (a) works of original authorship, including compiled content containing Company's or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; (b) Confidential Information, trade secrets and other intellectual property of the Company that is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; and (c) information that has been created, developed, and maintained by Company at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm to Company. Except as expressly authorized by the Company or its duly authorized partners, Institution agrees not to modify, rent, lease, loan, sell, resell, exploit, use, access or create derivative works based on any portion of the Company Products, the Software or any of the foregoing proprietary information and intellectual property of the Company without the prior written consent of the Company.

7. **Warranties.** Although the Company has used its best efforts to produce the highest quality Products, it can make no guaranty, warranty or representation as the exact effectiveness in changing or in modifying or affecting the behavior or conduct of the users. THEREFORE, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, WHICH ARE PROVIDED "AS IS." ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and the Products and supersedes any and all prior Agreements, written and oral with respect thereto. The Company shall not be bound by any additional or different terms, whether printed or otherwise, in the Institution's purchase order or any other communication from the Institution to the Company unless specifically agreed to by the Company in writing. No change, amendment or modification of any provision of this Agreement shall be valid unless agreed to in writing by both parties.

9. **Unconditional Satisfaction Guarantee.** If at any time within a reasonable period (no more than 90 days) after the first use of the Company's Products, if unsatisfied with the Products the Institution will have the right to request return of the amounts paid.

10. **Notices.** All notices or other communications required or contemplated in this Agreement shall be sufficient and deemed delivered if in writing and sent by courier, overnight delivery service or confirmed facsimile, or seventy-two (72) hours after being deposited with the United States Postal Service, postage prepaid via certified mail, addressed to the parties as set forth below, or to such other address or facsimile number as may be changed from time to time by notice duly given:

If to Institution:

Contact Name: Donna Wethington
Title: Safe and Drug-Free School Coordinator
Name of Institution: Clay School District

Address:
23 S. Green St.
Green Cove Springs, FL 32043
Phone Number: (904) 284-6500 x5900995

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If to the Company:

Contact Name: John Boynton
Outside The Classroom, Inc.
250 First Avenue
Suite 201
Needham, MA 02494
781-726-6677

11. **Miscellaneous.**

a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

b) This Agreement does not constitute either party an agent, legal representative, joint venture, partner or employee of the other for any purpose whatsoever and neither party is in any way authorized to make any contract, agreement, warranty or representation or to create any obligation, express or implied, on behalf of the other party hereto.

c) This Agreement and the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns; provided, however, that neither party shall have the right to assign its rights or obligations hereunder to any other person or entity except that the Company may assign its rights and obligations hereunder to a subsidiary or affiliate, or to any entity into which it is merged or consolidated or which acquires all or substantially all of its assets, provided the assignee assumes the Company's obligations hereunder.

d) Each provision of this Agreement shall be considered severable and if, for any reason, any provision hereof is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by any court or agency having valid jurisdiction, such provision shall be given the maximum permissible effect, and such invalidity or illegality shall not impair the operation or affect the remaining provisions of this Agreement; and the latter shall continue to be given full force and effect and bind the parties hereto and such invalid provisions shall be deemed not to be a part of this Agreement.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties represent their Agreement as of the date first noted above.

OUTSIDE THE CLASSROOM, INC.

INSTITUTION:

Clay School District

By: _____

By: _____

Name: Susan Squires

Name: _____

Title: VP Finance

Title: _____

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SCHEDULE A -Clay School District
Date of Order: 9/9/2009

ORDERED BY:
Clay School District
23 S. Green St.
Green Cove Springs, FL 32043
Donna Wethington
dlwethington@mail.clay.k12.fl.us
(904) 284-6500 x5900995

Partner Development Manager: John Boynton

Order Name: Orange Park High School-PLHN 09

BILLING ADDRESS: (if different)

Clay Action Coalition, Inc
3292 CR 220
Middleburg, FL 32068
Anixa DePalma
anixa.depalma@ccbhc.org
(904) 291-5561 x-2127

Agreement Type: One Year Only

SUMMARY OF SERVICES

DESCRIPTION	INVESTMENT
AlcoholEdu for High School: Freshman Class Over 500: Term - 1 Year New	\$5,995.00
SCHEDULE A TOTAL	\$5,995.00

PAYMENT INFORMATION

Please Provide the Following:

PO# _____
Year 1: Invoice Date: Date of Order
Payment Terms: **Due Upon Receipt**

Additional Notes:

Course Practitioner: **Donna Wethington**
Implementation Type:

If paying by Credit Card

Card Type: _____
Card #: _____
Card Holder Name _____

Signature _____

Date _____

Please sign & fax this form to Outside The Classroom at 781-726-6688.

Thank You for Your Order!
THIS IS NOT AN INVOICE