



ATTN: EMMETT IND SCHOOL DISTRICT 221

Contact: Cheryl Lamunyon

Dear Valued Customer:

You came to Skyward to become more efficient and deliver a better experience for your district. Hopefully, you've accomplished even more than you originally set out for. As a valued Skyward customer, you've seen the positive impact that proper planning can have on your district and students.

To aid you in your district budgeting, Skyward is offering a special option to lock in your district license fees for three years, effective on July 1, 2018. This amendment is an extension of the original agreement signed with Skyward and locks in a discounted rate for three years. Please execute and return the enclosed Renewal Amendment to protect your district's budget.

It has been an exciting time for the Skyward family, with the recent release of some much-anticipated enhancements, including a variety of new mobile features. You can expect this trend to continue in the coming years. If you would like to get a sneak peek at what's coming, I encourage you to look over the published overview of our 2018 roadmap (www.skyward.com/roadmap). Along with these features and functionality, our state and federal compliance team will continue to ensure the software reflects any updates to your tracking and reporting requirements.

If a signed Renewal Amendment is not received by March 15, 2018, standard billing of license fees per your original agreement will continue.

We greatly appreciate your business and look forward to continuing to support your needs for years to come.

Sincerely,

Skyward Sales Administration

Selection Page Follows:

SC# 3613332
Three Year ALF Lock - Local

EMMETT IND SCHOOL DISTRICT 221

The benefits are simple. The annual license fee "ALF" described below will be fixed and will not be modified during the entire three (3) year lock. Typically, an average increase of 3.8% is applied.

Three year lock option

	Current Annual License Fees	FY 2019 – July 1, 2018 to June 30, 2019 Annual License Fee.	FY 2020 – July 1, 2019 to June 30, 2020 Annual License Fee.	FY 2021 – July 1, 2020 to June 30, 2021 Annual License Fee.
EMMETT IND SCHOOL DISTRICT 221	\$14,941	\$15,240	\$15,240	\$15,240

I accept the new Annual License Fee with a 3 year lock.

No thank you. I do not want to accept this offer.

Selection made by:

Wayne L. Rusl
District Representative – Signed

Wayne L. Rusl
District Representative – Printed

Superintendent
District Representative – Title

March 1, 2018
Date

Please return this selection page and the enclosed Amendment by March 15, 2018 to take advantage of this 3 year lock option so your district can realize cost savings as a valued customer.

If you have additional questions, please contact Tyler Herek your Skyward Account Manager at 800-236-7274. Thank you for your consideration. We appreciate your continued business.

**AMENDMENT
TO
SOFTWARE LICENSE AGREEMENT**

This Amendment to Software License Agreement ("Amendment") is made and entered into effective the 1st day of July, 2018 (the "Effective Date"), by and between **Skyward, Inc.**, a Wisconsin corporation, with its principal offices located at 2601 Skyward Drive, Stevens Point, Wisconsin, 54482, ("Skyward") and Emmett Ind School District 221, an Idaho K-12 public school ("Customer").

WHEREAS, Skyward and Customer previously entered into a Software License Agreement; whereby Skyward granted Customer a limited license to use that certain proprietary software developed by Skyward as more particularly described therein (the "Agreement"); and

NOW, THEREFORE, Skyward, and Customer hereby amend the terms and conditions of the Agreement to provide a locked license fee for three (3) fiscal years commencing as of July 1, 2018. The annual license fee for each of the three (3) calendar years of the extended term shall be as follows:

Product	FY 2019 through FY 2021 (July 1, 2018 through June 30, 2021)
*Business Core	\$7,004
Employee Access	\$2,824
Employee Management	\$1,821
Payroll	\$2,913
Payroll Import Interface	\$677
TOTAL	\$15,240

Customer acknowledges that the above referenced discounted license fees are being offered to Customer in reliance on Customer's commitment for the entire three (3) year term referenced above. In the event Customer voluntarily terminates the Agreement prior to the expiration of the above referenced three (3) year term, then Customer shall be responsible for the remaining license fees due to Skyward pursuant to this Amendment for the balance of the three (3) year term. Provided however, the foregoing shall not apply in the event the Agreement is terminated by Customer as a result of a default by Skyward.

Skyward and Customer hereby ratify and approve of the remaining terms and conditions of the Agreement as amended by this Amendment and the Agreement shall continue in full force and effect, as amended by this Amendment.

Signature page follows

EMMETT IND SCHOOL DISTRICT 221

AMENDMENT

**TO
SOFTWARE LICENSE AGREEMENT**

The undersigned have hereby agreed to the terms and conditions of this Amendment as of the date first above written.

CUSTOMER:

SKYWARD, INC.:

Wayne L. Rush
Signature

Raymond Ackerlund
Signature

Wayne L. Rush
Printed Name

Raymond Ackerlund
Printed Name

Superintendent
Printed Title

Chief Marketing Officer
Printed Title