AGREEMENT EXTENDING THE
ENTERPRISE DATA MOVEMENT AND MANAGEMENT SERVICES AGREEMENT
[Third Sight Technologies Corp]

This Agreement Extending the Enterprise Data Movement and Management Services Agreement ("**Extension Agreement**") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate ("**Board**"), with offices located at 125 S. Clark. St, Chicago, IL 60603 and Third Sight Technologies Corporation ("**Vendor**" or "**Third Sight**"), with offices located at 1812 Lisson Road, Naperville, Illinois 60565. The Board and Vendor shall be collectively referred to as (the "**Parties**").

RECITALS

A. The Board and Vendor entered into that certain Enterprise Data Movement and Management Services Agreement dated July 1, 2009 (the "**Agreement**"); and

B. The Parties exercised the first option to renew the Agreement dated July 1, 2010 for a term commencing July 1, 2010 and ending June 30, 2011, (the "**First Renewal Agreement**").

C. The Parties exercised the second option to renew the Agreement dated July 1, 2011 for a term commencing July 1, 2011 and ending June 30, 2012, (the "**Second Renewal Agreement**"). The Agreement, the First Renewal Agreement and the Second Renewal Agreement shall be collectively referred to as the ("**Agreement**").

D. The Board now desires to extend the Agreement, and Vendor accepts this extension, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Extension Agreement.

2. **Definitions:** Any and all capitalized terms contained in this Extension Agreement, and not defined herein, shall have the definition as set forth in the Agreement.

3. **Extension Term:** The parties agree to renew the Agreement for a period commencing July 1, 2012 and ending December 31, 2012 ("**Extension Period**"), unless terminated sooner as provided in the Agreement.

4. **Scope of Services:** Vendor agrees to provide the services set forth in Exhibit A-3 ("**Services**"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A-3 and any and all work necessary to complete them or carry them out fully and to the standard of performance required by this Extension Agreement.

5. **Compensation:** The total maximum compensation payable to Vendor during the Extension Period shall not exceed Three Hundred Eighty Six Thousand Four Hundred Dollars and 00/100 ($386,400.00) ("**Total Maximum Compensation**"). Vendor shall be paid in accordance with Section V of Exhibit A-3

6. **Original Agreement:** Except as expressly provided in this Extension Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Extension Period.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of the latest date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

THIRD SIGHT TECHNOLOGIES CORP.

By: _David J. Vitale_
David J. Vitale, President

By: _Arbaar Arrufulluo_

Attest: _Estela H. Beltin_
Estela G. Beltran, Secretary

Signature: _Ai Aorro_

Date: _7/13/12_

Title: _Presidena_

Board Report No.: 11-0627-PR_33 – 1_

Date: _6/13/2012_

Approved as to legal form: _JPP_

Pauy Loulyb
Patrick Rocks, General Counsel

Attachment

Exhibit A-3: Scope of Services

SCOPE OF SERVICES

Third Sight Inc. ("Consultant")

Board Report #12-0627-PR___

Name of Project: Enterprise Information Management (EIM) Support_____

Board's Project Manager: Will Clark Phone: 773-553-4146 **E-Mail:** wjclark@cps.k12.il.us_____

Consultant's Project Manager: Arasar Arullallar Phone: 847-682-5605 **E-Mail:** arasar@aol.com

Period of Performance: Start Date: July 1, 2012 **End Date:** December 31, 2012

I. BACKGROUND

The (Instruction Management Tool & Academic Communication Tool) ("IMPACT") is the Web-based, enterprise-wide student information management solution that replaced the mainframe repository of student records and introduced new functionality including online lesson plans, standardized testing benchmarks, student-health information, electronic IEPs, and a Parent Portal. IMPACT also provides enrollment, registration, scheduling and attendance modules that improve the collection and reporting of crucial student data.

(Instruction Management Tool & Academic Communication Tool) ("IMPACT") includes most of the following software components:

- Student Information Management (SIM): Replaced the mainframe-based Student Information (SI) system and offers features that support tasks like attendance taking and grade reporting.

- Curriculum and Instructional Management (CIM): Offers lesson plans, resource sharing, and assessment tools to streamline curriculum and instruction across the school districts.

- Specialized Services Management (SSM): Helps manage information for students with special needs and facilitates an electronic individualizes education plan (IEP) process across school districts.

- Gradebook: Provides assignment capture and marks entry functionality for teachers, replacing the traditional "green books" in CPS classrooms. Also offers teacher attendance entry, seating chart configuration, and a parent portal for the viewing of grades and attendance via the internet.

- Verify.Net: offers the ability to track student misconducts, safety-related incidents, period absences and late arrivals (cuts and tardiness), and the creation of student ID cards.

- Online Data Acquisition (ODA) – Collects and manages specialized sets of school and student information including Free and Reduced Meal applications, and state compliance requirements for school evaluation.

Enterprise Information Management is also responsible for supporting the following applications and data stores:

- Operational Data Store (ODS) – The ODS serves as the central hub for the information gathering and distribution required to maintain the synchronicity of data across the applications in the impaction suite,

- Enterprise Data Warehouse (EDW) – The Chicago public schools are integrating data into an Enterprise Data Warehouse comprised of information from ten different CPS systems. This number will continue to grow as the business intelligence offerings of the Chicago Public Schools expand.

Enterprise Information Management supports over 60 other systems and data stores related to student information for CPS.

Vendor will provide the items below described herein for the purposes of assisting (the Board of Education of the City of Chicago on behalf of the Chicago Public Schools) (CPS') goal of integrating better and more efficient technology and practices in all our educational processes.

II. DESCRIPTION OF SERVICES

During the Extension Period, Vendor shall provide the most experienced resources. Vendor will perform the following tasks for Enterprise Information Management (EIM) in the following roles (actual activities and specific duties across roles may vary):

DATA ANALYST

i.   Assist with identification and definition of business requirements

ii. Identify and define data requirements from identified business requirements

iii. Lead efforts to perform one or more of the following activities

    a. Data analysis

    b. Data mapping (map data requirements between application systems)

    c. Related to mapping, identify special emphasis on mapping of "codes" and their valid values between application systems (crosswalk)

    d. Logical data modeling (LARGE data models)

    e. Physical data base design (LARGE data bases)

    f. Identification, definition, and documentation of meta data

    g. Lead and/or assist with development of application "views" to extract data from applicable data bases

iv. Assist with relevant application system design, development, and testing efforts

v.   Assist with design, development, and testing of meta data strategy

vi. Support the district's Enterprise Data Warehouse and district Dashboard

vii. Support data quality efforts across the Board's systems

viii. Facilitate knowledge transfer to the Board staff

DATA MOVEMENT DEVLOPERS

i.   Assist with identification and definition of technical requirements

ii.   Identify and define data requirements from identified business requirements and technical requirements

iii.   Lead efforts to perform one or more of the following activities

      a.   Data analysis

      b.   Data mapping (map data requirements between application systems)

      c.   Related to mapping, identify special emphasis on mapping of "codes" and their valid values between application systems (crosswalk)

      d.   Logical data modeling (LARGE data models)

      e.   Physical data base design (LARGE data bases)

      f.   Identification, definition, and documentation of meta data

      g.   Lead and/or assist with development of application "views" to extract data from applicable data bases

      h.   Develop data integration routines using Ab Initio, SQL Server Integration Services or like ETL applications as requested by the Board

      i.   Perform Production Support and maintain an on-call rotation for scheduled jobs and data movement activities

      j.   Perform Job Schedule Management and support for ongoing data integration activities

      k.   Complete documentation of data integration systems in support of ongoing maintenance and knowledge transfer to the Board.

iv.   Perform relevant application system design, development, and testing efforts

v.   Perform design, development, and testing of meta data strategy

vi.   Support the district data dashboard

vii.   Support data quality efforts across the Board's systems

viii.   Facilitate knowledge transfer to the Board staff

III.   ADDITIONAL DELIVERABLES: In addition to the Deliverables specified in the Agreement and Section II above, Vendor shall provide each new resource with copies of any Vendor processes developed for the Board as a result of the Data Analyst/Data Modeler work.

IV.   OUTCOMES: Vendor's Services shall (i) provide logical business process and data modeling support for large, mission-critical projects. (ii) They will ensure models reflect current and future business requirements and adhere to logical data modeling standards.(iii) They will develop and maintain data integration processes and provide 24/ on-call support to ensure their stability and availability (iv) Data Analyst /Data Movement Developer / Business Analyst will perform a variety of facilitation roles to lead and/or assist the efforts of other application system project and/or Enterprise Information Management (EIM) Associates.

V.   TASK/DELIVERABLE SCHEDULE

Job Summary Description	Rate ($)	Total Not to	Total Amt ($)

		Exceed Hours	
Data Movement Developer 1	$120	960	$115,200
Data Movement Developer 2	$125	960	$120,000
Data Movement Developer 3	$125	960	$120,000
Data Analyst 1	**$65**	**240**	**$15,600**
Data Analyst 2	**$65**	**240**	**$15,600**
Estimated Cost for the hours identified above*			**$386,400**
Total Compensation not to Exceed			**$386,400**

*At the request of the Board's project manager, Vendor may perform additional hours of Service; however, the total cost to the Board for all Services performed during the Extension Period may not exceed $386,400. Vendor understands and agrees under no circumstances shall the Board be responsible for any cost in excess of the Total Maximum Compensation.