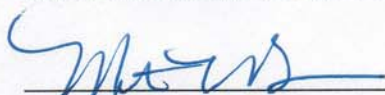


11.9 Construction. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable in whole or in part, that provision will be enforced to the maximum extent permissible so as to effect the parties' intent, and the remainder of this Agreement will continue in full force. This Agreement will be interpreted in accordance with its terms, without any strict construction in favor of or against either party. Any list of examples following terms such as "including" or "e.g." is illustrative and not exhaustive, unless expressly qualified by terms such as "only" or "solely." All captions in this Agreement are intended solely for the convenience of the parties, and none will affect the meaning or construction of any provision.

11.10 Entire Agreement. This Agreement is the entire agreement between WLS and Subscriber with respect to the Program and the Products, and it supersedes all prior and contemporaneous communications and proposals between WLS and Subscriber with respect to that subject matter. Additional or different terms and conditions contained in any Subscriber purchase order will be null and void. **This Agreement has been approved by the governing bodies of the parties by resolution, motion, or other action necessary to approve this Agreement.** This Agreement may be amended or modified by mutual agreement of the parties. Any amendment or modification will be in writing, signed, and duly approved by the boards or other governing body or authority of both parties. This Agreement may be executed in counterparts and will be binding on both parties as if all signatures were affixed to a single Agreement. An electronic facsimile of this Agreement bearing the authorized signature of any party will have the same force and effect as a copy bearing an original signature.

IN WITNESS WHEREOF, the parties have executed Agreement as of the dates shown below.

**PUGET SOUND EDUCATIONAL
SERVICE DISTRICT NO. 121**



SIGNATURE

PRINTED NAME: Monte L. Bridges

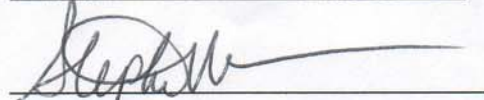
TITLE: Superintendent

6/13/08

DATE

Subscriber:

Fife School District



SIGNATURE

PRINTED NAME: Stephen D. McCammon

TITLE: Superintendent

5-27-08

DATE