

Home Campus Service Contract



This Software License Agreement ("Agreement") is made and effective this November 18, 2019 by and between Carty Web Strategies ("Developer") and Davis Senior High School ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Home Campus (the "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License

Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software within of the confounds as set forth in this Agreement.

This license will last for 1 year from the effective date and a new agreement is required to extend the license.

2. Restrictions

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer.

3. 1 – Software Subscription Level

Davis HS will receive the “Basic +Athletic Clearance +Coaches Clearance +Injury Tracker” subscription level. The features under this level are subject to change. The features under this level subscription at the time of the contract will always be included in the License.

3.2 - Fee

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer \$1,495 per year.

4. Warranty of Title

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

5. Warranty of Functionality

For a period of one year following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this

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warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Licensor.

6. Software Maintenance

During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer, which fall under the Licensee's subscription level. Such enhancement shall include all modifications to the Software, which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

7. Customizations

Customizations made for the Licensee will be made at the will of the Developer.

8. Warranty Disclaimer

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

10. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer:

Carty Web Strategies, Inc.
2900 Bristol Street B206
Costa Mesa, CA 92626

If to Licensee:

Davis Senior High School
115 W. 14th Street
Davis, CA 95616

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11. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of California.

12. No Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

13. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Severability

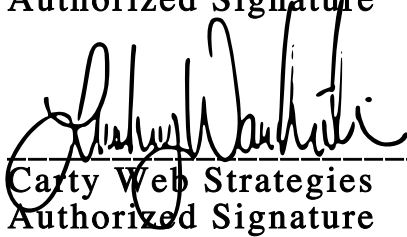
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

15. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

District
Authorized Signature


Carty Web Strategies
Authorized Signature

Date

8/17/19

Date