

CONTRACT NAME: AGREEMENT BETWEEN GAGGLE.NET, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The contract between Gaggle and DJUSD is for archiving warehouse accounts and dormant licenses. This contract is for the period September 1, 2017 to August 31, 2018.

FISCAL IMPACT: The cost of this service is \$18,160 and is allocated in the 2017-2018 Instructional Technology Services Board-approved budget. No additional funding is being requested.



Contract for Services

Contract Number : 2017-42904

This contract by and between Gaggle.Net, Inc. (Gaggle), mailing address PO Box 1352, Bloomington, IL 61704 and Davis Joint Unified School District - Davis, CA (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 42904 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term

Service Commencement Date: September 1, 2017

Service Expiration Date: August 31, 2018

3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable within 30 days of the receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

4. Terms and Termination

This agreement shall become effective on the date indicated as the Service Commencement Date in the Contract and shall remain in full force and effect for the term of the contract as identified in Section 2.

Termination for Cause Either party may terminate this agreement in the event of material breach of a provision of this agreement and the other party fails to cure said breach within 30 days of written notice of said breach. In the event of early termination of the contract by Customer without cause liquidated damages equal to the value of one year's service shall be assessed.

5. Indemnity

The parties shall defend, indemnify, and hold each other harmless from any and all claims arising out their failure to perform their obligations as outline under this Contract and incorporated term.

6. Ownership

All ownership of code and product remains with Gaggle, with the exception of any Customer data and content that was uploaded or created by Customer as a result of Customer's use of Gaggle's services. Customer acknowledges that it is solely responsible for all content and information appearing on the site and Gaggle has no responsibility for the accuracy, completeness or legality of said information.



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7. Limitation of Liability

In no event shall Gaggle be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this agreement or breach thereof, even if advised in advance of the possibility of same. Gaggle's liability to Customer for services, if any, shall not exceed the total amounts paid to Gaggle under the operation of this contract by Customer.

8. Incorporation by Reference

Gaggle's applicable Quote, Terms and Conditions, and Service Level Agreement are hereby acknowledged and incorporated into this contract by reference.

9. Amendment

This contract contemplates amendment by mutual agreement of the parties. Amendments to this contract shall be in writing and indicate the contract number and incorporate into this agreement.

10. General

This agreement shall be governed by the laws of the state of Illinois. All amendment to said agreement shall be in writing and signed by both parties to be valid unless otherwise noted.

Authorized Representative for Date
Gaggle

Authorized Representative for Date
Davis Joint Unified School District - Davis, CA

Print Name

Bruce E. Colby
Print Name

Title

Chief Business Officer
Title



Gaggle.Net, Inc.
P.O. Box 1352, Bloomington, IL 61702-1352
800-288-7750 Fax: 309-665-0171
FEIN:04-3602422

Gaggle Quote# 42904

Prepared for

Davis Joint Unified School District - Davis, CA

Service Details

Service Description	Quantity	Unit Cost	Total Cost
Email Archiving (Exchange)	1,700	\$7.00	\$11,900.00
Archiving Warehouse Accounts - Dormant Licenses (Exchange)	1,565	\$4.00	\$6,260.00
TOTAL*			\$18,160.00

* Does not include any applicable sales tax.

Pricing Term: 12 Month