

**CONTRACT NAME: AGREEMENT BETWEEN SAGE PUBLICATIONS, INC.
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is an expansion of current online research service for DHS students that will include access to the entire archive reports dating from 1923 to present. This product will allow students to easily access current and historical information, news, social and political analysis, journals, policy papers and articles for use in their studies.

FISCAL IMPACT: The cost is covered by the 2019-2020 site budget.

LIBRARY SALES ORDER FORM AND AGREEMENT TERMS AND CONDITIONS

- Orders.** The Library Sales Order Form and Agreement (“Agreement”) shall be deemed accepted when signed by Customer and received by SAGE. Acceptance of this Agreement is limited to the terms listed herein. Additional terms on the Customer’s form or any other form are objected to and rejected and shall be deemed a material alteration hereof. The terms and conditions of this Agreement shall apply to all orders submitted by Customer to SAGE and shall be controlling in the event of any discrepancies over the Customer's form of purchase order and the provisions of Customer’s form of purchase order will not apply to any order.
- Payment Terms and Invoices.** Payment in full for Products, taxes, and other charges under this Agreement is due thirty (30) days after the date of the SAGE invoice. SAGE will submit an invoice to Customer for all Products on the Sales Order Agreement. All invoices will specify the given purchase order number provided by Customer and any other information reasonably requested by Customer. To the extent that Customer reasonably disputes (in written detail) the invoiced amount or the acceptability of the Products, the deadline for payment of the disputed amount shall be extended up to ten (10) days after resolution of the disputed amount. Customer shall exercise reasonable efforts to resolve any disputes in a timely manner. All invoices will be sent to the address listed on page 1.
- Consent for Commercial Electronic Messages (as Required by the Canadian Anti-Spam Legislation).** Customer hereby provides its express consent for SAGE, its affiliates and their respective designees to contact Customer (including, without limitation, its personnel and other contacts made by SAGE during the course of its business dealings with Customer) in connection with this Agreement and/or in connection with any promotional, marketing, sales and/or any other business communication, correspondence or matters related to SAGE or its affiliates. Customer understands that such consent may be withdrawn by Customer at a later time. This clause shall survive expiration or earlier termination of this Agreement.
- Warranties.** SAGE is providing the Products and the SAGE platform in an "as is" condition. SAGE does not make any representations or warranties whatsoever, express or implied, with respect to the Products or the SAGE platform including, without limitation, the use or results to be obtained from using the Products or the SAGE Platform. Customer will maintain all personal information or data it receives under or in relation to this Agreement in a manner that is compliant at all times with the European General Data Protection Regulation (“GDPR”).
- Force Majeure.** SAGE shall not be liable for any delay or failure in performance under this Agreement, resulting directly or indirectly from natural disasters, accidents, acts of government, civil disorder, strikes, war, terrorism or any other cause or condition beyond the reasonable control of SAGE.
- Independent Contractors.** In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.
- Notice.** All notices shall be deemed given if in writing and sent by United States mail in registered or certified form with return receipt requested, postage paid, addressed to the notified party at the address set forth on page 1, or such other address as either party may from time to time designate by notice given pursuant this provision. Notices will be deemed given on the date received.
- Severability.** If for any reason any provision, paragraph or clause of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- Modification, Waiver.** This Agreement may not be released, discharged or modified except by an instrument in writing signed by the parties and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- Electronic Signature Authorization.** Customer and SAGE agree that this transaction may be conducted by electronic means and the parties authorize that Customer’s electronic signature acts as its legal signature in this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. A Customer is not required to conduct this transaction by electronic means or use an electronic signature, but if he/she/it does so, then his/her/its authorization is hereby given pursuant to this Section.
- Counterparts.** This Agreement may be executed in counterparts, which together constitute one and the same agreement. If a party sends a signed copy of this Agreement via digital transmission, such party, will upon request by the other party, provide an originally signed copy of this Agreement.
- Entire Agreement and Surviving Obligations.** This Library Sales Order Form and Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter. The parties’ rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including, without limitation, Sections 1 – 12 herein, shall survive expiration or termination of this Agreement.