

CONTRACT NAME: AGREEMENT BETWEEN GO SIGN ME UP AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Over the past year, DJUSD has increased the capacity to offer professional growth opportunities to all of the DJUSD employees. We are currently using a system called Enroll'd. With the increase in capacity, we have found the need to upgrade the professional growth registration system.

The Strategic Plan Goal 1 outlines the need to review and replace the current registration system. Go Sign Me Up will offer a user friendly registration system for all DJUSD employees along with a more efficient review of professional growth opportunities, participant registration and district-wide data on professional growth. Go Sign Me Up will also provide a coherent system for employees to track their own professional growth credits, hours and participation and align with our Human Resources department.

Go Sign Me Up has an initial one-time cost of \$7,500 that includes the first year of subscription, transfer to Go Sign Me Up of all past professional growth offerings from Enroll'd, Active Directory transfer and use of up to 1,000 users. The ongoing cost will be \$3,675 for the second year and \$3,859 for the third year of subscription. This is included in the approved budget.



GoSignMeUp Software as a Service Subscription Order Letter for Davis Joint Unified School District

Purchase Number 15061101GS

Thank you for the opportunity to present this firm Order Letter for the purchase of the Software as a Service (SaaS) subscription package as detailed below and per the terms referenced herein.

Section 1 is a summary of the net discounted pricing detailed in section 2-6 as requested by **Davis Joint Unified School District** ability all requested product enhancements.

The order below is offered in consideration of completing the purchase by July 15, 2015 plus agreement to serve as a published reference. A purchase requires signature of this Order Letter by an authorized representative and a valid Purchase Order, (if required by your organization), that specifically references this Order Letter.

This package includes both one-time and recurring charges. Continued access to and support of this hosted, Software as a Service (SaaS) order is conditional upon annual payment of the recurring charges. The first year term shall include one additional month of service for a total of 13 months from the signed date of this order letter. Additional years shall be a 1 year or 12 month term. GoSignMeUp may adjust the annual renewal rate for the proposed package from 0%-5% per year as reflected in section 1. In addition, annual charges will be adjusted if customer authorizes any changes to the Software License Entitlement or requests program customization. Such changes would be detailed in a future Statement of Work or Purchase Agreement.

Please fax or email this signed Order Letter to purchase the package detailed below: *

GoSignMeUp 9200 Irvine Center Drive, Suite 100, Irvine, CA 92618
Tel: (949) 951-8701 Fax: (949) 951-8236. Email: Greg@GoSignMeUp.com

Signature: 	Date: 7/6/2015
Signed By: Bruce Colby	Title: Associate Superintendent of Business Services
Telephone #: 530-757-5300	Email: bcolby@djnsd.net
Address: 526 B Street	
City/State/Zip: Davis, CA 95616	

Billing Information

Billing Contact: Stephanie Gregson
Telephone #: 530-757-5300
Email: sgregson@djnsd.net
Billing Address: 526 B Street
City/State/Zip: Davis, CA 95616

*If applicable, include your signed Purchase Order specifically referencing this order letter



GoSignMeUp Software as a Service Subscription Order Letter for Davis Joint Unified School District

1. Net Discounted Package	Net Price	Note
Annual recurring SaaS Subscription includes: - Software Entitlement in Section 2 - Annual Support in Section 6 - 1,000 Active Users (Registrants)	\$3,500	Annual Subscription Hosted by GoSignMeUp; SaaS = Software as a Service;
Professional Services for customer enhancements or integration - Section 3	\$2,000	Fixed price Includes 1st year support
Annual product support - Section 6	Included	
System Installation - Section 4	\$750	fixed price
Web Based Training - Section 5	\$750	fixed price
Total Current Charge for this Order: Plus applicable sales tax	\$7,000	
Annual support charge Year 2. (Option to renew)	\$3,675	See Section 2 & 6 for details
Annual support charge Year 3 (Option to renew)	\$3,859	See Section 2 & 6 for details

2. Software License Entitlement (SLE) for GoSignMeUp
<ul style="list-style-type: none"> • GoSignMeUp online registration Software as a Service annual subscription, hosted by GoSignMeUp • License Entitlement is for ,1000 names (users) registered in the system database. • Additional users in year one can be purchased at \$3.50 per name with a minimum of 500 users. The rate will be prorated to the end of the yearly agreement. • License Entitlement exclusively by and for the single Client organization specified on page one. • All standard modules such as calendar module, nametag and labels module, evaluation module, room management module and event module are included.
3. Professional Services for custom enhancement and client systems integration
<ul style="list-style-type: none"> • All services to be performed off site. • Active Directory integration. • One-time import of student history.
4. Installation, baseline set up and System Administration training
<ul style="list-style-type: none"> • One hosted installation of GoSignMeUp on GoSignMeUp servers. Includes all included modules and customization as detailed in items 2-3, above • Includes the software modules and customization listed in Sections 2-3, above • Includes set-up of public interface, including client logos, colors, etc.
5. Product Training
<ul style="list-style-type: none"> • Deliver up to four online training sessions.
6. Annual Product Support
<ul style="list-style-type: none"> • Software as a Service (SaaS) subscription application access • 24X7 Email support. Phone support available 8:00AM – 5:00 PM (PST) Monday – Friday • Product fixes and general release enhancements included.



GoSignMeUp Software as a Service Subscription Order Letter for Davis Joint Unified School District

Order Letter Terms and Conditions:

1. The prices listed above are based on the Program(s) being licensed under the terms of the GoSignMeUp Master Software License Agreement (MSLA) and Software License Schedule (SLS) that can be viewed at <http://www.gosignmeup.com/agreements/>. Program maintenance, support, plus any applicable Professional Services is governed by the above Agreements, plus the Program Support Schedule (PSS) and Professional Services Agreements (PSA) respectively. These documents can be viewed at the website address referenced above. This quotation is expressly conditional on acceptance of all such terms. No other terms will apply without GoSignMeUp's express written consent.
2. Changes to the terms of this Order Letter or the documents referred to herein shall not be valid unless agreed in writing by the End User and GoSignMeUp. Additional or different terms in any order or written communication from the End User will be void.
3. This Order is valid upon receipt of this signed Order Letter. In the event your organization is also required to prepare a Purchase Order, it must specifically reference this Order Letter's "Purchase Number" in the upper right corner of page 1.
4. Prices set forth in this Order Letter are valid only through the expiration date on page 1, above. Any discounts offered herein are subject to change if item(s) or quantity does not match those listed in this Order Letter.
5. Unless otherwise specified above, Client will be invoiced in full immediately upon execution of this Order Letter or the issuance of a valid Purchase Order, whichever is sooner. Payment of the "Total Net First Year Charges" detailed in "1. Net Discounted Package" above is due NET 30 days from date of invoice.
6. You acknowledge and agree that the terms of the agreement (including this form, and the MSLA, SLS, PSS, PSA) as written are valid and enforceable.
7. Entire Agreement. This Order Letter, and the documents referenced herein constitute the entire agreement between the parties in connection with the subject matter includes and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect thereto.



Master Software License Agreement (MSLA)

1. PART 1 - GoSignMeUp General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ALL APPLICABLE SCHEDULES AND ADDENDUM REFERENCED BELOW. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM; AND

- PROMPTLY RETURN THE PROGRAM AND SOFTWARE LICENSE ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID. IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

Program is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

Software License Entitlement (SLE) Order Letter is evidence of:

- Your authorization to use a Program at a specified level. That level may be measured, for example, by the number of servers, users or registrants.
- Your evidence of eligibility for warranty and potential special or promotional pricing or program packaging
- Your payment obligation and payment terms for software, services, support, etc.

The SLE Order Letter is signed by client to purchase a Program and serves as the Agreement for clients that must issue a Purchase Order. If GoSignMeUp does not provide You with a SLE, then GoSignMeUp may accept the original paid sales invoice or other sales record from the party (either GoSignMeUp or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

Software License Schedule (SLS) is an included Schedule to this MSLA that provides information specific to the licensing use and compliance of a Program.

Program Support Schedule (PSS) is an included Schedule of this MSLA that provides information specific to the maintenance, support and upgrade assurance of a Program

Professional Services Agreement (PSA) is an included Agreement to this MSLA that provides information specific to professional consulting services and service deliverables performed by GoSignMeUp Corporation on a Program.

"You" and "Your" refer either to an individual person or to a single legal entity.

This Master Software License Agreement includes:

Part 1 - The General Terms in this MSLA;	Part 4 - Program Support Schedule;
Part 2 - Software License Entitlement Order Letter	Part 5 - Professional Services Agreement;
Part 3 - Software License Schedule	

and combined is the complete agreement between You and GoSignMeUp regarding the use of the Program. It replaces any prior oral or written communications between You and GoSignMeUp concerning Your use of the Program. The terms of Your Software License Entitlement Order Letter, Part 2 or Part 3 may replace or modify those of Part 1. To the extent there is a conflict between the terms of Part 1 and Part 2 or 3, the terms of the latter agreements prevail.

2. Entitlement License

The Program is owned by GoSignMeUp, and is copyrighted and licensed, not sold. GoSignMeUp grants You a nonexclusive license to use the Program when You lawfully acquire it.



Master Software License Agreement (MSLA)

You may 1) use the Program up to the level of use specified in the SLE and 2) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

GoSignMeUp may terminate Your license if You fail to comply with the terms of this Agreement. If GoSignMeUp does so, You must destroy all copies of the Program and its SLE.

Money-back Guarantee

If for any reason You are dissatisfied with the Software Program and You are the original licensee, You may obtain a refund of the Software License amount You paid for it; if within 30 days from initial program purchase date. Purchase date is the earlier of the order letter signature date, purchase order issue date, or invoice date. You return the Program and its SLE to the party from whom You obtained it. If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund. Thereafter, customer accepts full and irrevocable acceptance of the Program and the agreed license fees for Program.

Program Transfer

You may transfer a Program and all of Your license rights and obligations to another party only if that party agrees to the terms of this Agreement. When You transfer the Program, You must also transfer a copy of this Agreement, including the Program's SLE. After the transfer, You may not use the Program. In this event, You must notify GoSignMeUp in writing and receive written approval prior to such Program Transfer.

3. Charges

The amount payable for a Program license varies depending upon the terms of the Software License Entitlement and the Program License scope. One-time charges are based on the level of use acquired which is specified in the SLE. GoSignMeUp does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify GoSignMeUp or the party from whom You acquired it and pay any applicable charges. If any authority imposes a duty, tax, levy or fee, excluding those based on GoSignMeUp's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

4. Limited Warranty

GoSignMeUp warrants that when the Program is used in the specified operating environment it will conform to its specifications. The warranty applies only to the unmodified portion of the Program. GoSignMeUp does not warrant uninterrupted or error-free operation of the Program or that GoSignMeUp will correct all Program defects. You are responsible for the results obtained from the use of the Program.



Master Software License Agreement (MSLA)

GoSignMeUp requires new customers to include access to GoSignMeUp's maintenance and upgrade support program for one (1) year from date of purchase. Thereafter, You must continue to pay for Support at agreed to or prevailing rates.

5. **Limitation of Liability**

Circumstances may arise where, because of a default on GoSignMeUp's part or other liability, You are entitled to recover damages from GoSignMeUp. In each such instance, regardless of the basis on which You may be entitled to claim damages from GoSignMeUp, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), GoSignMeUp is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges paid by You for the Program that is the subject of the claim.

This limitation of liability also applies to GoSignMeUp's Program developers and suppliers. It is the maximum for which they and GoSignMeUp are collectively responsible.

UNDER NO CIRCUMSTANCES IS GoSignMeUp, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- A. LOSS OF, OR DAMAGE TO, DATA;
- B. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR;
- C. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. **General**

- A. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- B. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- C. You agree to comply with all applicable export and import laws and regulations.
- D. Neither You nor GoSignMeUp will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
- E. Neither You nor GoSignMeUp is responsible for failure to fulfill any obligations due to causes beyond its control.
- F. This Agreement will not create any right or cause of action for any third party, nor will GoSignMeUp be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which GoSignMeUp is legally liable.

7. **Governing Law, Jurisdiction, and Arbitration**

Both You and GoSignMeUp consent to the application of the laws of the state of California to govern, interpret, and enforce all of Your and GoSignMeUp's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.



Professional Services Agreement (PSA)

PART 5 – GoSignMeUp Professional Services Agreement (PSA)

The Professional Services listed below are offered under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

1. **Services Defined.** The professional consulting services and deliverables performed or delivered by GoSignMeUp under this Agreement may include, but are not limited to: consulting, special studies, installation evaluations, programming and documentation, application design and development, systems analysis and design, conversions and implementation planning (collectively referred to as the "Services").
 - A. **Customer Orders.** During the term of this Agreement, Customer may submit orders for Services to GoSignMeUp. Upon acceptance by GoSignMeUp, each order will become part of and be subject to the terms and conditions of this Agreement.
 - B. **Statement of Work.** Prior to GoSignMeUp's acceptance of each order issued by Customer, the parties will mutually agree to a statement of work or other similar document as the parties mutually determine ("SOW"), containing the tasks, deliverables, acceptance of deliverables, schedule for performance, and pricing for the specified Services. The Statement of work may be detailed in the Order Letter format, or a separate document attached to the Order Letter document. The SOW may only be amended by mutual written agreement. If there is any conflict of terms between this Agreement and an SOW, then the SOW's terms control, but only for the Services delivered under that SOW.
 - C. **Hours of Service.** Services will be provided during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday PST (Customer local time for on-site Services), excluding GoSignMeUp holidays, or at other times as may be set forth in the SOW. Customer may request in writing extended hours beyond the normal hours of service at the prevailing surcharge rates.
 - D. **Customer Obligations.** Customer will furnish to GoSignMeUp, at Customer's expense, all technical data and information as GoSignMeUp may determine to be necessary to furnish Services. Customer will grant access to its GoSignMeUp system at times and so configured as may be required for the adequate delivery of the Services.
 - E. **Delivery of Services.** GoSignMeUp will use commercially reasonable efforts to deliver Services, but GoSignMeUp is not responsible for any delays resulting from circumstances beyond its control.
2. **Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated by 30 days prior written notice from either party or as otherwise provided for in this Agreement. Completion of any ordered Services or the absence of orders for additional Services will not terminate this Agreement. It is the intent of the parties to keep this Agreement in effect in the event of future orders for Services.
3. **Fees for Services**
 - A. **Payment of Fees.** Customer will pay GoSignMeUp for all Services in accordance with the fee payment schedule listed in the Order Letter or SOW document. When applicable, reasonable travel, subsistence, and lodging will be documented in a SOW and subsequently billed in accordance with GoSignMeUp's travel policy. Additionally, Customer will reimburse GoSignMeUp for any special or unusual expenses incurred due to Customer's specific written request and approval.
 - B. **Invoices.** Customer will be invoiced in accordance with the Order Letter or SOW payment schedule. Unless otherwise agreed, all fixed bid services are invoiced in full upon order date and are due and payable in full upon receipt of invoice. Invoices not paid within 30 days of the due date will have a 1 % per month interest charge (or the highest lawful rate, whichever is greater) assessed against the unpaid balance starting on the 31st day after the invoice date and continuing until the date payment is received. Customer will pay all costs GoSignMeUp incurs to collect any overdue accounts (including reasonable attorney's fees).



Professional Services Agreement (PSA)

- C. Taxes. All fees and rates are exclusive of all sales, use and like taxes. Taxes are the responsibility of Customer and, if applicable, will be billed to Customer as a separate line item on each invoice.

4. Change Orders and Stop Work Notices

- A. Change Order. If either party desires for any reason to change the scope of the Services in an SOW, that party (referred to for convenience as the "requesting party") must submit to the other party (referred to for convenience as the "receiving party") a written request for a change to the scope of the Services (a "Change Order"). Each Change Order must set forth in reasonable detail the nature of the change in the Services being requested, the recommended change in personnel or other deliverables, any change in price, and any impact the Change Order will have on the SOW schedule. The receiving party will use commercially reasonable efforts to review and respond to the Change Order within 10 business days after receipt. The receiving party may approve, propose modifications to or reject the Change Order, but will not unreasonably reject a Change Order. If the receiving party rejects a Change Order, it will provide a written response to the requesting party within the 10-day response period that details the reasons for the denial. If the parties fail to agree on a Change Order, GoSignMeUp will continue to provide Services per the terms of the original SOW. GoSignMeUp has the right to allocate its resources to the extent necessary to achieve a mutually agreed to service level. All changes to an SOW must be documented in writing and signed by the parties.
- B. Stop Work Order. If Customer issues a written stop work notice or a request for suspension of performance, then upon receipt GoSignMeUp will immediately cease all work under the applicable SOW. Any resumption of the Services will require both parties agreement in writing, including any changes or amendments to the impacted SOW.

5. **Supervision.** While present on the Customer's premises and performing Services, GoSignMeUp will conform to Customer's published policies and procedures that are made known to GoSignMeUp. GoSignMeUp will also abide by Customer's directions that are consistent with fulfillment of an SOW.

6. Proprietary Information

- A. Customer Information Protected. During the performance of Services under this Agreement, Customer may, from time to time, disclose to GoSignMeUp certain information regarding Customer's technical, financial, statistical, client and personnel data, (collectively "Information"). Customer will at all times retain ownership of its Information. Any Information that is submitted in writing to GoSignMeUp by the Customer and clearly marked as confidential will be protected by GoSignMeUp against unauthorized disclosure by using the same degree of care and discretion that GoSignMeUp uses with similar Information that GoSignMeUp does not want disclosed to third parties, but no less than reasonable care. However, GoSignMeUp is not required to protect Information that: (a) is or becomes publicly available; (b) is already in GoSignMeUp's possession; (c) is independently developed by GoSignMeUp outside the scope of this Agreement; or (d) is rightfully obtained from third parties. GoSignMeUp's obligations under this Section 6.A immediately cease upon return of the Information to Customer.
- B. Unprotected Information. Nothing in this Section 6.B will in any way diminish GoSignMeUp's obligations under Section 6.A. GoSignMeUp is not required to protect any ideas, concepts, know-how, or techniques acquired during performance of Services.
- C. GoSignMeUp Proprietary Information. Certain information and materials delivered by GoSignMeUp under an SOW (e.g., Data) are confidential, may constitute GoSignMeUp's proprietary trade secrets, and are furnished solely to assist Customer under the SOW. All GoSignMeUp confidential and proprietary information will be so marked and Customer will not reproduce or copy the information except as is reasonable and necessary under the SOW.

7. Ownership and License Grant



Professional Services Agreement (PSA)

- A. Ownership. Title to and ownership of all written material, including all software, magnetic disks, tapes, listings, documentation, and all deliverables created for Customer (collectively referred to as "Data") first developed or created by GoSignMeUp and all proprietary rights therein will at all times remain with GoSignMeUp.
- B. License Grant. GoSignMeUp, subject to the payment by Customer of all fees related to the Services, grants to Customer a personal, nonexclusive, non-transferable license to use the Data furnished to Customer under this Agreement. Any standard GoSignMeUp software products (and related documentation), even if listed as a deliverable under an SOW, must be licensed from GoSignMeUp under a separate software license agreement. Except and to the extent expressly provided in this Section 7.B, no license or other right is transferred or granted to Customer, including any license by implication, estoppel or otherwise, under any patent, trade secret, trademark or copyright.

8. Consultants

- A. No Restriction. "Consultant" means, but is not limited to, a GoSignMeUp project manager, architect, consultant, subcontractor or any other classification now or in the future used by GoSignMeUp to classify its professional services personnel. The parties recognize that GoSignMeUp Consultants provided under this Agreement may perform similar Services from time to time for other companies. Accordingly, this Agreement does not prevent GoSignMeUp from performing similar Services for other companies nor restrict GoSignMeUp's use of any Consultant. GoSignMeUp will make every effort consistent with sound business practices to honor the specific request of the Customer with regard to the assignment of a Consultant; however, GoSignMeUp reserves the right to determine each assignment of its Consultants. If a GoSignMeUp Consultant is unable to perform Services due to illness, resignation or other causes beyond GoSignMeUp's reasonable control, GoSignMeUp may replace, as expeditiously as possible, the Consultant with a comparably qualified Consultant.
- B. Soliciting Consultants Prohibited. Customer acknowledges that GoSignMeUp Consultants are highly important to the success of GoSignMeUp in fulfilling its obligations under this Agreement. Accordingly, at any time during the term of this Agreement and for a period of 12 months after completion of the Services, Customer will not, either directly or indirectly, solicit, divert or hire, or attempt to solicit, divert or hire any GoSignMeUp Consultant engaged in providing Services. If Customer is in any way approached by a GoSignMeUp employee for employment in Customer's organization, then Customer must inform the employee that Customer will not consider their employment for the period referenced above without the express written permission of GoSignMeUp.
- C. Damages for Hiring Consultants. Customer acknowledges that Consultants are trained and provided with specific knowledge to conduct GoSignMeUp Services. Customer also acknowledges that GoSignMeUp's loss of a Consultant would constitute damages to GoSignMeUp that are difficult to quantify. If Customer hires any GoSignMeUp Consultant in breach of its obligations under Section 8.B, Customer will pay to GoSignMeUp a transfer fee equal to 50% of the Consultant's annualized gross compensation while working for GoSignMeUp.

9. Disclaimer of Warranty

There are no warranties express or implied, including any warranty against infringement, regarding the Services or Data furnished under this Agreement. GoSignMeUp disclaims any implied warranties of merchantability or fitness for a particular purpose. GoSignMeUp does not warrant the result of Services or that they will meet Customer's requirements.

10. Termination

- A. Mutual Right to Terminate. Either party has the right to terminate this Agreement upon the occurrence of any of the events listed below if the event is not cured within 30 days of receipt of written notice from the party intending to terminate this Agreement:



Professional Services Agreement (PSA)

- (a) failure to perform or observe any obligations under this Agreement, (including, timely payment of any sums due to GoSignMeUp); (b) admission in writing of inability to pay debts generally as they become due, or execution of an assignment or similar document for the benefit of creditors; (c) the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets; or (d) assignment of this Agreement without the prior written consent of the other party.
- B. No Exclusive Remedy. Termination is not either party's exclusive remedy and no termination will adversely affect any claim, right or action that either party may have for damages or otherwise against the other party regarding any failure to perform or observe its obligations under this Agreement.
- C. Termination for Breach. Effective on written notice, either party has the right to terminate any SOW under this Agreement if a party fails to perform or observe any of its material obligations under the SOW or under this Agreement.

11. General

- A. Limitation of Liability. Except as expressly provided otherwise in this Agreement, an SOW, or by law, GoSignMeUp will not be liable for any loss or damage claimed to have resulted from the use, operation or performance of the Services, regardless of the form of action. In no event will GoSignMeUp be liable to Customer for: (a) any special, indirect, incidental or consequential damages, (even if GoSignMeUp has been advised of the possibility thereof); (b) any damages resulting from latent defects, loss of data or profits; or (c) any claim, whether in contract or tort, that arose more than one year prior to institution of suit thereon. GoSignMeUp will only be liable to Customer for actual damages to tangible or real property, or bodily injury directly resulting from GoSignMeUp's gross negligence or intentional misconduct. Under this Agreement, GoSignMeUp's cumulative liability is limited to and will never exceed the lesser of the fees paid under this Agreement or as permitted by law.
- B Independent Contractor. It is the intention of the parties that GoSignMeUp and Consultants are and remain independent contractors and are not employees, agents, or partners of Customer. Nothing in this Agreement will be interpreted as creating the relationship of employer and employee between GoSignMeUp (or its Consultants) and Customer.
- C. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with GoSignMeUp's prior written consent. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- D. Waiver, Amendment or Modification. The parties' rights and remedies are separate and cumulative. The waiver, amendment, or modification of any right, power, remedy, or term of this Agreement will not be effective unless in writing and signed by both parties' authorized representatives.
- E. Force Majeure. If any cause beyond GoSignMeUp's reasonable control prevents GoSignMeUp from performing by a given date or time, GoSignMeUp's performance will be automatically postponed for so long as that condition exists.
- F. Choice of Law. The laws of the State of California will govern the construction and operation of this Agreement without regard to California's conflict of law's provisions.
- G. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provisions.



Program Support Schedule (PSS)

Part 4 GoSignMeUp Program Support Schedule:

The Support Services listed below are licensed under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

- 1. Hours of Support Availability.** Payment of the standard Support Fees entitles You to Support during the Principal Period of Support ("**PPS**"). The PPS is an **8 hour** contiguous daily time period between the hours of **8:00 AM** and **5:00 PM**, Pacific Time (PST), Monday through Friday; excluding GSMU's published holidays or holidays as observed locally by GSMU. All Support subsequently added will have the same PPS. You may request, in writing, special extended coverage options. Extended coverage options, excluding GSMU holidays, are subject to GSMU's approval and the prevailing terms, conditions and prices for service at that time. Extended hours entitlement does not extend Your PPS; extended hours entitlement extends to Your ability to place problem calls to GSMU's Client Response Center ("**CRC**") during the extended hours of coverage period and receive the same priority remote response for critical issues as during PPS.
- 2. Scope of Support.** Resolution of problems You encounter may, at GSMU's option, consist of: (A) Support provided through telephone or computer networks; (B) correction of any defect in the Program that materially and adversely affects the use of the Program as described in Documentation; and (C) delivery of Program defect corrections or other changes limited to the current or immediate prior Program release. You also have the right to receive unspecified upgrades, updates and enhancements on an "if and when available" basis. GSMU will support licensed Program(s) located on Your development or production Systems. GSMU will use commercially reasonable efforts to respond to Your calls according to the priority level of the call. GSMU will ensure Your call is resolved within a commercially reasonable period.
- 3. Support Limitations.** GSMU Support is limited to correcting defects of GSMU Programs. Support is contingent upon the use of an unmodified Program operated in accordance with GSMU's Documentation. Support specifically excludes the following: (A) Support to a version of the Program other than the current or immediate prior release; (B) efforts to restore a release of the Program beyond the current or immediate prior release; (C) efforts to restore Your data beyond the most recent back-up; (D) operating systems and data bases; (E) Program defects which GSMU cannot reproduce; or (F) custom applications or application templates written by a third party other than GSMU or changed since implemented by GSMU.
- 4. End of Support Life.** GSMU may announce the End of Support Life ("**EOSL**") for a Program or module within a Program. GSMU will notify You in writing or by electronic mail or posting on a GSMU website, at GSMU's discretion, a minimum of **180 days** prior to the EOSL. After the EOSL, telephone and or web-based support limited to current available fixes will be available on a commercially reasonable efforts basis at prevailing rates.
- 5. Your Responsibilities.** You must meet the following responsibilities: (A) maintain and install any common carrier equipment or communication service related to the operation of the Program; (B) pay all charges incurred for communication services at Your facilities (whether incurred by You or by GSMU Support representatives while performing Support); (C) perform Program back-ups in accordance with Documentation; (D) notify GSMU of any Program failure and allow GSMU reasonable access to the Program for performing Support; (E) provide GSMU with modem or network access to perform remote Support; and (F) Your designated system administrator or authorized contact (trained on the products, in accordance with GSMU's Documentation) must place all calls to GSMU for Support.
- 6. Program Modification.** GSMU will not be responsible to You for loss of use of Program or data or for any other liabilities arising from alterations, additions, adjustments or repairs that are made to the Program by other than GSMU's authorized representatives. GSMU reserves the right to terminate Support upon written notice to You if any alteration, addition, adjustment or repair adversely affects GSMU's ability to render Support to the Program.



Program Support Schedule (PSS)

7. Support Term

- A. Initial Support Term: The initial term of Support will begin on the date of GSMU accepts Your Order for the Program and ends **12 months** later. You must pay in advance for the initial one year of Support, with payment due upon invoice.
- B. Additional Support Terms. After the initial Support term, GSMU will send You an invoice for the next Support term. Prior to the expiration of Your current Support term, You may renew Support by written authorization confirming the renewal invoice and payment of the new Support Fees (e.g., order form, purchase order).
- C. Program Add-ons. The Commencement Date for Support of Program License added-on to existing Program Licenses for the same Program will be the date GSMU accepts Your Order for the Program. This Support term will be coterminous with the term of Support for the existing Program.
- D. Support Reinstatement. If You choose not to obtain Support at the time of Program License purchase or to reinstate Support where it has lapsed, You must obtain Support at a Support Fee equal to the total of all Support Fees that You would have paid during the lapsed interval from the date of Support termination or the date of acquiring the Program License, whichever is less. The Support term in such an instance begins on the date that GSMU accepts Your Support Order and ends **12 months** later. If the Support lapse interval is more than **12 months**, the Support reinstatement will be subject to an additional one-time License Fee.

8. Support Fees

- A. Fee Modification. After the initial term of Support and upon 30 days written notice, GSMU may change its Support Fees then in effect. If the Support Fees are increased, You may terminate Support as of the effective date of the increase, upon 15 days written notice to GSMU. If You do not terminate Support as stipulated, the new Support Fees become effective on the date specified in the notice.
- B. Invoices. Support Fees will be invoiced annually in advance, and any one-time fee will be invoiced as incurred. Partial invoicing will be prorated on the basis of a 30-day month. You must pay all invoices in full upon receipt of the invoice regardless of whether You utilize Support every month during the Support term.
- C. Default. You will be in default if undisputed Support Fees have not been paid within **30 days** of receipt of an invoice or if You fail to perform any of its Support-related obligations. Your default will constitute sufficient cause for GSMU to suspend or terminate Support under your SLS Agreement.

9. Supplemental Support

- A. Movement of Programs. Programs moved to a location outside of the original delivery country may continue to be supported at the option of GSMU subject to the prevailing terms, conditions and prices of the country to which it is moved. Furthermore, GSMU has the right to alter the type of Support provided for the relocated Program. You must give GSMU at least **30 days** written notice specifying the new location prior to any movement. Reinstallation must occur within **30 days** of de-installation or a pre-contract inspection may be required and billed at rates in effect at the time of reinstallation. You may be required to sign a new, separate Support Agreement.
- B. Other Support. If You desire to obtain additional or extended support (for example, extended coverage), You may request such other support. If GSMU is willing to provide such additional or extended support, it will require receipt of a valid purchase order or appropriate payment and may require that a PSS be executed by the parties. If performed, these services will be charged to You at current prices and terms in effect at the time service is rendered.



Program Support Schedule (PSS)

10. Termination.

- A. Termination by GSMU for Material Breach. GSMU has the right to terminate Your Program License if You fail to pay all required License Fees or otherwise fail to materially comply with terms of the Agreements. Termination of a Program License automatically terminates the corresponding Support for the Program License.
- B. General Termination. Except as otherwise stated herein, neither party may terminate Support during the initial term. After the initial term, either party may terminate Support without cause upon 60 days advance written notice to the other. If Support is terminated by GSMU during a Support term, GSMU will refund a prorated amount of any prepaid Support Fees applicable to the unexpired period of the current Support term.
- C. Handling of Programs at Termination. Upon termination of a Program License, You must immediately return or destroy the Program and all portions and copies of it as directed by GSMU. If requested by GSMU, You must certify in writing, within **10 days** of the request that it has fully complied with this obligation.

11. General.

- A. Nothing in this Agreement affects any statutory rights of customers that cannot be waived or limited by contract. The waiver, amendment, or modification of any right, power, remedy, or term of this Agreement will not be effective unless in writing and signed by both parties' authorized representatives. Furthermore, this Agreements general terms may not be amended by the terms of Your purchase order, or GSMU's acknowledgment of same, even if the purchase order has been signed by both parties.
- B. This Agreement will not create any right or cause of action for any third party, nor will GSMU be responsible for any third party claims against You, except, as permitted by Section above, for bodily injury (including death) or damage to real or tangible personal property for which GSMU is legally liable.
- C. Neither of us is responsible for failure to fulfill any obligations due to cause beyond our control.
- D. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision. This Agreement and its included supporting documents constitutes the entire agreement between the parties regarding the specific subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals (whether oral or written) between GSMU and You.



Software License Schedule (SLS)

PART 3 – GoSignMeUp Software License Schedule (SLS)

The Software and Programs listed below are licensed under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

Authorizations for use: The following is the current list of GoSignMeUp software products. The products are licensed and packaged separately and must be specifically listed and included in your Software License Entitlement (SLE) Order Letter. Depending on the product, the SLE will specify either hosted by GoSignMeUp under an annual "software as a service" model or Licensed on client's server, or personal Computer. In either case, clients may not copy and use Programs on additional computers without paying additional license fees.

Program Name: GoSignMeUp Online Course Registration Software. Base product, plus any add on modules will be listed in your Software License Entitlement (SLE).



1. Program-unique Terms

"Client" means any personal computer, minicomputer, mainframe, workstation, or other computer device that interacts with a Server Program; provided, however, that for the purposes of this agreement, "Client" will not be construed to mean a computer server running the Server Program.

"Computing Environment" means either (a) a single physical computer, computer partition, or blade computer or (b) two or more physical computers, computer partitions, or blade computers that are linked by a network and that operate together on the same workloads as if they were a single physical computer.

"CPU" means a functional unit in a physical hardware system that interprets and executes instructions and contains one or more processing cores. For the purposes of this agreement, (a) a physical math co-processor chip or any physical processor chip having a primary function to off-load processing from the primary central processors is a CPU and (b) the definition of CPU does not include virtual or emulated processors operating in a physical or virtual hardware system or processor chips having a primary function to support video or sound.

"Enterprise" means any legal entity that at all times (a) You own or have under Your common control by a factor of fifty percent (50%) or more and (b) that is the legal entity that is authorized to execute and administer this agreement on behalf of the Enterprise. For the purposes of any Enterprise License granted under this agreement, "Enterprise" will exclude (i) any new entity acquired by virtue of merger or acquisition after the effective date of this agreement, and (ii) any entity that, at any time during the term of this agreement, is sold, "spun off", liquidated, or that otherwise ceases to satisfy the elements of the definition of Enterprise set forth above.

"License" means each license granted under this agreement by GoSignMeUp to You, to use the Program as listed on a Software License Entitlement.

"Server" means a computer system that executes requested procedures, commands or applications to one or more user and/or client devices over a network. Where "blade" or "virtual server" technology is employed, each "blade" or "virtual server" counts as a discrete Server.

"Server Program" means a single copy (or partial copy) of a Program residing on a single physical computer server within a System. For clarity, a virtual computer server environment within a physical server is considered a separate computer server, and is counted as a second server for license purposes.

"System" means a discrete group of Your internal computer systems as designated by a unique GoSignMeUp issued system identification number.



Software License Schedule (SLS)

"User" and "Registrant" are synonymous to mean an individual authorized or permitted by You to use or access the Program, regardless whether the individual is actively using the Program at any given time or has ever used the Program. If a Client is programmed to use or access the Program in an automatic manner, then each discrete Client is also counted as an individual User.

2. General Charge Terms.

Your use of the Program may not exceed the level and type defined by the number of use authorizations You have acquired, as indicated in Your SLE. If Your use of the Program exceeds the level indicated in Your SLE, You must notify Your GoSignMeUp sales representative or GoSignMeUp Business Partner and purchase an appropriate number of licenses. The Program is available for licensing in accordance with one or more of the following levels of License Types:

- A. **Named User (aka, Registrant).** If You are licensed on a Named User or Registrant User basis, the following will apply: Each Named User License acquired by You and shown on Your SLE entitles a single designated User to access the Program with no maximum limit on the duration of access or on the number of discrete accesses. The total number of Named Users registered in and able to log in to use the licensed Programs may not exceed the number evidenced by the SLE. This total number may include employees, contractors, agents, customers, students or any other person(s) you allow to register and maintain access to use the licensed programs.
- B. **CPU.** If You are licensed on a CPU basis, the following will apply: Each CPU that is attached or otherwise available to run the Program will require one (1) CPU license (each a "CPU License"). The total number of CPUs that are attached or otherwise available to run the Program may not exceed the number authorized by the applicable SLE. For single processing core CPUs, the processing core and the CPU will collectively count as one (1) CPU. For multi-core CPUs, each processing core in a CPU that is in addition to the first processing core of that CPU will itself count as an additional CPU.
- C. **Server License.** If You are licensed on a Server License basis, the following will apply: For each Server License You are granted, You may install the licensed Programs on one (1) Server. A license, as evidenced on the SLE, must be obtained for each Server on which the Program or a component of the Program is run and for each Server managed by the Program. The total number of Servers on which the licensed Programs are installed may not exceed the number evidenced by the SLE. Under this license type all servers with Program installed components or data used by program installed components must be licensed. This includes the application server, database server, web server, etc.

3. Additional Charge Information.

If You elect to use a concentrator or multiplexer technology to provide Users with access to the Program (whether hardware or software; e.g., web/IP server, gateway, etc.), then all Clients with the ability to access the Program via that technology will be counted individually for licensing purposes. GoSignMeUp's most current version of its User Guidelines will be used to determine the type of license necessary for these Users.

Special Note Regarding Software License Entitlement. For the purposes of this agreement, if GoSignMeUp does not provide You with a separate SLE, then the SLE will be the final GoSignMeUp approved version of the order form issued to You by GoSignMeUp or its reseller (provided that such order form specifies the name of the Program and the usage level acquired).

4. General Terms, Conditions, and Restrictions.

Notwithstanding any other terms of this agreement, including but not limited to the MSLA, the following will apply to all the Programs listed herein:

- A. **Non-Transferable.** All Licenses are non-transferable and must be used solely for Your own internal use on Your Systems and in full compliance with all terms, conditions, and restrictions of this agreement and all applicable laws and regulations. Software programs or components other than the Program may be contained on the media on which the Program is delivered to You. Use of such other



Software License Schedule (SLS)

software programs or components is prohibited unless You acquire additional, appropriate licenses from GoSignMeUp.

- B. Special Terms Regarding Non-Production Licenses. If You acquire a license for non-production use of a Program (also indicated by the notation "Non-Prod" with respect to a Program in the SLE), then You are not permitted to use that Program for production use (including but not limited to processing of production data or for transferring data to any production business system) and Your use of that Program must be strictly limited to development, testing or quality assurance activities directly associated with implementation and maintenance of the Programs. Further, You may only use that Program for one of the following uses at any given time and for no other purposes:
 - a. For disaster recovery by replacing the function of the Program on a delayed basis when the Program has become temporarily unavailable due to a disaster or other serious problem;
 - b. For high availability by automatically or quickly replacing the function of the Program when it has become temporarily unavailable due to a disaster other serious problem; or
 - c. For development by conducting development, testing or quality assurance activities directly associated with implementation and maintenance of the Programs.
- C. Special Terms Regarding Legacy Programs. If You already own licenses for Programs or versions of Programs that are no longer made generally available for sale by GoSignMeUp ("Legacy Programs") and You and GoSignMeUp execute an express written agreement concerning follow-on purchases of licenses for those Legacy Programs, the terms of that express written agreement will govern Your use of those Programs.
- D. Verification. GoSignMeUp reserves the right to verify Your compliance with this agreement by monitoring remotely, via outbound email of system metrics generated by GoSignMeUp's system monitoring utility, during on-site service calls, or upon reasonable notice to You during standard business hours. This compliance activity will determine usage for each Program including named access as measured by GoSignMeUp's monitoring utility. If, as a result of this compliance activity, it is determined that Your usage has exceeded Your number of use authorizations lawfully acquired under this agreement, then You agree to purchase such additional Licenses as are necessary to bring Your use of the Programs into compliance with Your obligations. These rights and remedies are in addition to any and all other remedies that GoSignMeUp may have for breach of this License. You agree to comply with all relevant laws, and to obtain all consents necessary to allow GoSignMeUp to exercise its rights under this Section.
- E. U.S. Government Restricted Rights. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101 (October 1995), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 (September 1995) or 48 C.F.R. §227.7202-1 through 7202-4 (June 1995) as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of the applicable software license agreement. Contractor/manufacturer is: GoSignMeUp Corporation, 22672 Lambert Street Suite #609 Lake Forest, CA 92630 USA. Unpublished-rights reserved under the copyright laws of the United States.
- F. Restriction on Assignment. You may not assign, transfer, delegate, nor outsource to a third party, any of Your License rights or obligations, in whole or in part, without the express written permission of GoSignMeUp. You may not use the Program or any component thereof to provide a service bureau application or commercial hosting services to third parties unless agreed to in writing by GoSignMeUp. Contact Your GoSignMeUp Representative or GoSignMeUp Business Partner if You have any questions.
- G. Restriction on Reverse Engineering. Except to the extent the following restrictions are prohibited by applicable law, You may not, nor may You allow others to:



Software License Schedule (SLS)

- a. Modify, adapt, translate, reverse engineer, decompile or disassemble the Programs or any component thereof (including documentation obtained in conjunction with the Programs),
 - b. Use the Programs or any component thereof to or modify, adapt, translate, reverse engineer, decompile or disassemble other products of GoSignMeUp, or
 - c. Create derivative works based on the Programs (including documentation obtained in conjunction with the Program).
- H. Components. The Program consists of components including but not limited to components provided by GoSignMeUp suppliers (the "Component Providers"). You may only use the components in conjunction with Your authorized use of the Program; no component of the Program may be used by You separate from the Program as a whole. Ownership of the components provided by Component Providers is retained by the respective Component Provider or its licensors and constitutes the confidential and proprietary information of the respective Component Provider or its licensors. Certain components may be intended for use only with certain third party products. All such components may only be used by You in connection with such duly licensed third party products.

EACH COMPONENT PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTY PROVIDED BY GoSignMeUp AND SET FORTH ABOVE THE PROGRAM INCLUDING ALL COMPONENTS IS PROVIDED "AS IS".