

CONTRACT NAME: AGREEMENT BETWEEN NETSUPPORT LTD AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is a renewal of an agreement between NetSupport Ltd and DJUSD to provide software to be used by Davis High School for their technology courses. The software provides classroom management tools to help students with assignments. The software is stored on classroom computers and is not web-based.

The total cost for the software is \$346 and is included in the site discretionary budget.

Software License Agreement

Please read this agreement before using your copy of NetSupport Software. This is a legal agreement between you and NetSupport Ltd. If you do not wish to be bound by the terms of this license agreement you must not load, activate or use the software.

TERM: Subject to termination under Termination Clause below the license shall be perpetual.

GRANT OF LICENCE: Subject to the payment of the applicable license fees, and subject to your abidance by the terms and conditions of this agreement, NetSupport Ltd hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of the software which you have acquired.

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LIMITED WARRANTY: NetSupport Ltd warrants that the software will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date of purchase. NetSupport's entire liability and your exclusive remedy shall be either a) the replacement of the defective software or b) return of the price paid. This remedy shall be at NetSupport's option and subject to proof of purchase from an authorized source.

Any implied warranties including any warranties of quality or fitness for a particular purpose are limited to the terms of the express warranties. NetSupport Ltd. Shall not in any event be liable for loss of profits, data or information of any kind or for special, incidental, consequential, indirect or other similar damages arising from any breach of these warranties or use of the software even if they have been advised of the possibility of such damages. Some countries do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty does not affect your statutory rights, and you may have other rights that vary from country to country. In any event NetSupport's maximum liability shall not exceed the price paid by the end-user / licensee.

TERMINATION: You may terminate this license and this Agreement at any time by destroying the program and its documentation, together with any copies in any form.

NetSupport Ltd. may terminate this license forthwith by notice in writing to you if you commit any serious breach of any term of this license and (in the case of a breach capable of being remedied) shall have failed within 30 days after receipt of a request in writing from NetSupport Ltd. so to do, to remedy the breach (such request to contain a warning of NetSupport's intention to terminate). Upon termination you will destroy or return to NetSupport Ltd the original and all copies of the software and will confirm in writing to NetSupport Ltd that this has been done.

SUPPORT: If you have a problem with the installation of the software you should in the first instance contact your supplier. You can separately purchase support and maintenance which will also cover the supply of enhancements and upgrades.

GOVERNING LAW: This agreement shall be governed by the laws of the United States of America and in accordance with any state laws.

NetSupport Software Maintenance Contract Benefits



Your investment in NetSupport Software is important and it pays to protect your systems / clients from costly downtime. The NetSupport Maintenance Agreement is part of that protection. In addition, your NetSupport Maintenance Agreement provides you with the following important benefits for your company.



Current Software Updates

Get the latest version of your current NetSupport software directly from our website. This includes new releases, product enhancements and fixes - Click to Follow Link. You will avoid any unnecessary update fees that may be incurred toward future product releases. You will also be eligible for volume discounts toward additional client licenses as your business grows.



Online access to Support Services ...

24 hours a day, seven days a week. Our software support is always available to you via the Internet, even after business hours. Just log on to our website, www.netsupport-inc.com for easy access to online help or to access the NetSupport Knowledge base - Click to Follow Link or to download whitepapers or online manuals - Click to Follow Link.

Telephone access to the NetSupport Support Center

Your telephone calls go directly to our fully staffed Support Center where trained Support representatives are available for one-on-one assistance with your software questions. Our Support staff maintains or exceeds industry standards for service levels based on hold times and first call resolution rates. If you do need to leave a message during business hours, a professional support representative will respond to your issue that day. Support is available 8.30am EST to 6.30pm EST via phone – just call 1-888-665-0808.



Anytime Access to our internal Trouble Ticket System

NetSupport provides you with access to our system over the Web to initiate a trouble ticket and receive a PR # for the incident - Click to Follow Link.

NetSupport Technical Bulletins

Stay informed about software releases and changes that might impact your business.

Subscription to our NetSupport Newsletter

This publication keeps you up to date with the latest trends in the Desktop Management / Remote Control / Asset Management markets and is a resource of new offerings and other information from NetSupport. To subscribe, email marketing@netsupport-inc.com

What if I don't buy maintenance? Update Penalties:

3-6 months = 20% of list price, 7-12 months = 30% of list price, 13-24 months = 40% of list price,
24 months+ = 50% of list price.

NetSupport is committed to providing you with the best software support in the Asset Management / Remote Control / Computer Training markets. Our staff brings a knowledge base of industry expertise to your questions and helps keep your business operating smoothly and efficiently. They will help you find the answers to your questions so your employees / staff can focus on optimizing your resources, therefore reducing costs, serving your customers efficiently and growing your business.

www.netsupport-inc.com



Maintenance Renewal

Date	Quote #
07/12/16	AAAQ48552

Quoted For: Davis Joint Unified School District

Bob Kehr
526 B Street

Davis CA 95616

Phone: (530)757-5300

Fax:

Email: bkehr@djUSD.k12.ca.us

Quoted By: NetSupport Incorporated

Maggie McClinden
6815 Shiloh Road East, Suite A-7
Alpharetta, GA 30005
www.netsupport-inc.com

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Fax: (770) 205-4462

Email: m.mclinden@netsupport-inc.com

Ln #	Qty	Item #	Description	Unit Price	Ext. Price
1	45	NSS050MAIN	NetSupport School Annual Maintenance Plan Maintenance Plan provides: * Free software maintenance releases * Automatic updates to new versions * Unlimited technical support * Cumulative discount on future license purchases * Annual renewal option.	\$9.04	\$406.80
2			15.0% Discount: on time renewal by August 31 2016		-\$61.02

Applicable Sales & Use Tax will be added to purchases made in GA and FL. If Sales & Use Tax is not applicable, please provide necessary documentation.

SubTotal	\$345.78
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$345.78

This quotation is valid for: 60 Days

Thank you for your continued support. To accept this price quote, please sign and date below and fax with a purchase order to 770-205-4462.

Authorized

Signature _____ Date _____ PO Number _____

Comments

Serial Number : NSI19510
Maximum Clients : 45
Expiry (dd-mm-yy): 0 Never
Licensee : DAVIS JOINT USD
Authorisation : 0x1ce88952

Maintenance Start: 1 September 2016
Maintenance End : 31 August 2017

*50 tier rate because of NSI21291 (35) + NSI19510 (45)

Please contact me with any questions. Thank you for your business.