

## **CONTRACT NAME: AGREEMENT BETWEEN CARTY WEB STRATEGIES (HOME CAMPUS) AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between Carty Web Strategies (Home Campus) and Davis Joint Unified School District. Home Campus is a platform for managing athletic forms, permissions and communications electronically.

Students and parents are able to create user accounts which allow them to apply permissions and electronically sign all documents. The athletic department is able to print and review forms as well as approve and assign athletes to a team. Coaches have access to necessary information and are able to communicate with the athletic director regarding the status of student athletes.

**FISCAL IMPACT:** The cost for this service is \$1,195 and will be paid from the site athletic budget.

**This Software License Agreement ("Agreement") is made and effective this October 19th, 2017 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 and for the parents and students to enter the information into AthleticClearance.com (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 a perpetual, non-exclusive, limited license to use the Software within the confines of 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**

The Customer and the Developer mutually agree to and recognize the proprietary nature of the Software. As such, the Customer and Developer agree as follow:

- Customer shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software and or source code or any right in the Software to any competing entity without the prior written consent of Developer.
- Developer shall protect and maintain the security of the Software and related data and shall not transfer or convey the source code data without prior written consent of the Customer.

### **3. – Fee**

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer \$1,195.00.

### **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 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. 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. 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.

### **8. 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.

By entering into this agreement the Licensee accepts full responsibility for the security and integrity of all of the confidential information that is submitted through the Software. The Software is simply a tool to provide the function of information gathering. The Software provides permissions structures and it is the responsibility of the Licensee to give appropriate personal access.

## **9. 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. DBA Home Campus  
PO BOX 14683  
Long Beach, CA 90853

If to Licensee:

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

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## **10. Governing Law**

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

## **11. No Assignment**

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

## **12. 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.

## **13. 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.

## **14. Headings**

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

**15. Benefit of Council**

By executing this agreement the Customer and Developer represent that they have the opportunity to seek the benefit of independent legal council of their own selection concerning the substance of this agreement and further represent that they have read and understand this agreement.

**16. Legal Capacity**

The Developer and Customer represent and warrant that they have the authority and league capacity to enter into this agreement on their own behalf.

**17. Non-Recital**

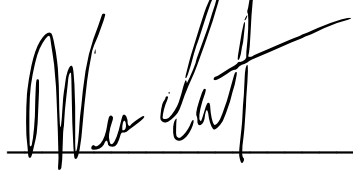
The terms of this agreement are contractual and not a mere recital.

**18. Counterpart**

This agreement maybe executed in any number of counterparts. Each of which shall be deemed an original of all of which together shall be deemed to be one and the same instrument.

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

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**Davis Sr. HS, Authorized Signature**

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**Date**

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10/19/17**Carty Web Strategies  
Authorized Signature****Date**