

**CONTRACT NAME: AGREEMENT BETWEEN INSIGNIA
SOFTWARE AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Insignia Software and Davis Joint Unified School District is for the renewal of Insignia Library System licenses for the fourteen DJUSD libraries.

FISCAL IMPACT: The funding for these licenses is allocated in the 2017-2018 district budget.



#201 2544 Ellwood Drive, Edmonton, Alberta, Canada, T6X 0A9
insigniasupport@insigniasoftware.com
insigniasales@insigniasoftware.com
866-428-3997 or 780-428-3997
www.insigniasoftware.com

INSIGNIA LIBRARY SYSTEM LICENSE AGREEMENT

BETWEEN

INSIGNIA SOFTWARE CORPORATION

AND

DAVIS JOINT UNIFIED SCHOOL DISTRICT

THURSDAY, OCTOBER 19, 2017

This agreement specifies the terms of the contract between Insignia Software Corporation, hereafter known as "Insignia" and Davis Joint Unified School District, hereafter known as "the Customer."

1. GRANT OF LICENSE:

- 1.1. Insignia Library System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Insignia Library System is licensed, not sold.
- 1.2. This License Agreement grants the Customer license to use Insignia Library System, subject to the terms and conditions of this contract and any addendum agreed upon by Insignia.
- 1.3. Insignia Library System database is copyright protected and will not be released to anyone without written permission from Insignia.
- 1.4. This license agreement is not transferable

2. IMPLEMENTATION AND USAGE COST:

- 2.1. Insignia Annual Software Assurance Fee is <\$650/site>, due November 1st of each year. This Insignia Annual Software Assurance Fee includes:
 - 2.1.1. Right to use the Insignia Library System.
 - 2.1.2. Technical support
 - 2.1.3. Hosting of Insignia Library System
 - 2.1.4. Updates
- 2.2. Every 4-5 years there may be an increase in annual cost to accommodate inflation.

3. DATA OWNERSHIP:

- 3.1. All data collected and used in Insignia Library System belongs to the Customer.
- 3.2. Data such as MARC records, patron information and items checked out can be exported at no additional cost. If needed, additional data can be exported for an additional cost.
- 3.3. Insignia does not share customer data with third parties without written permission from The Customer.

4. DATA BACKUP:

- 4.1. Insignia backs up The Customer data daily M-F, weekly every Saturday of the month, and monthly on the first day of every month; these files are overwritten each month.



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5. PERFORMANCE:

5.1. Insignia Library System uptime is 99% other than during updates, with the exception of events that are beyond Insignia's control, such as flood, fire, earthquake, internet outages, etc.

6. TERMINATION:

- 6.1. Either party may terminate this License Agreement with 90 days written notice.
6.2. Either party may terminate this License Agreement if other party has not complied with the terms and conditions of this license and has not remedied the problem within 60 days of being notified.

Signature: 

Name and Title: Erin Peters, President

Insignia Software Corporation

Date: October 19, 2017

Signature: _____

Name and Title: _____

Davis Joint Unified School District

Date: _____

Davis Joint Unified School District

Insignia

Terms of Service

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, the use of the Insignia website or iOS Apps, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions



By: Erin Peters

Title: President

Date: October 6, 2017



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Invoice To
Davis Joint Unified School District 526 B Street Davis, CA 95616 FAX 530-757-5319

Invoice

Date	Invoice #
2017-10-01	5369

P.O. No.	Terms	Project
	Net 30	

Description	Qty	Rate	Amount
Insignia Library System ILS Software Assurance Fee from Nov 2017 - Oct 2018.	14	650.00	9,100.00
We appreciate your prompt payment. Any question please call 866-428-3997 xt226		Total	USD 9,100.00

Payments/Credits	USD 0.00
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Balance Due	USD 9,100.00
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Please submit payment to:
Insignia Software
201 2544 Ellwood Dr SW
Edmonton, AB, Canada
T6X 0A9

GST/HST No. 846382455