

Software License and Support Services Agreement

SchoolDESX

This Agreement is made between SchoolDESX, LLC, Inc., 4150 S. 100th East Avenue, Suite 401, Tulsa, Oklahoma (hereafter referred to as SchoolDESX), and the Erie County Technical School (hereafter referred to as Licensee School).

1.0 Software License

- 1.1 SchoolDESX grants to Licensee School a nontransferable, non-exclusive LICENSE to use SchoolDESX software. SchoolDESX software is defined as all files and other data contained on the delivered Application Discs or Internet Install. This includes both the Microsoft Visual FoxPro and Micromega Systems FoxFire runtime files.
- 1.2 This is a Multi-user network version license which permits the Licensee School to install, operate and maintain the SchoolDESX software on one network/LAN server located at the registered site designated in this Agreement. This license is issued to an **limited to 100** workstations that can simultaneously access the SchoolDESX software. The Licensee School can purchase Administrative licenses (full access) and Instructor licenses (limited access) from SchoolDESX at the additional unit rate then in effect.
- 1.3 The SchoolDESX software is protected by both United States copyright law and international treaty provisions. The Licensee School agrees not to violate these laws or treaties by providing the SchoolDESX software or related documentation to any person who is not an employee of the school and who is not directly assigned to the operation or maintenance of the system. The Licensee School must be diligent in preventing its employees or other individuals who have access to the school's computer system from violating these laws and treaties as they apply to the SchoolDESX software and related documentation. The Licensee School is permitted to archival copies of the SchoolDESX software as back up to protect Licensee School's investment from loss. Windows and Visual FoxPro are a trademarks of Microsoft Corporation. FoxFire! Is a trademark of Micromega Systems, Inc.
- 1.4 Except for the limited license granted to the Licensee School under this License Agreement, SchoolDESX and it's licensors (Microsoft, Micromega and others) shall at all times retain full and exclusive right, title and ownership interest in and to their respective portions of the software or any component part thereof and in any and all related patents, trademarks, copyrights or proprietary or trade secret rights.
- 1.5 SchoolDESX is provided "as is" without warranty of any kind. SchoolDESX does not warrant that the functions contained in the program will meet the Licensee School's requirements or that the operation of SchoolDESX will be uninterrupted or error free. The risk as to the quality and performance of SchoolDESX is fully assumed by the Licensee School. In no event will SchoolDESX be liable to the Licensee School for any damages resulting from the use or inability to use SchoolDESX. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to the Licensee School.

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1.6 SchoolDESX's obligation to the Licensee School under the Software License

- A. SchoolDESX will provide the Licensee School with the latest version of the SchoolDESX software. SchoolDESX assures the Licensee School that the SchoolDESX software is free of any known errors or "bugs". An error, or "bug", is defined as a logical defect in the software which causes it to perform a specific function or calculation in an improper manner, or not as originally intended or designed. Should a bug be discovered in the SchoolDESX software by the Licensee School, SchoolDESX will promptly correct the bug and update the Licensee School's SchoolDESX software at no cost to the Licensee School.
- B. SchoolDESX will provide the Licensee School with the following training sessions for the personnel at the Licensee School who will be operating and maintaining the SchoolDESX software:
 - 0 days of On-site training
 - 6 hours of Initial Online training

1.7 The Licensee School's obligation to SchoolDESX under the Software License

- A. The Licensee School will complete and return the SchoolDESX Software License and Support Services Agreement to SchoolDESX.
- B. The Licensee School will make the payments as scheduled in this Software License and Support Services Agreement.
- C. The Licensee School will only install and operate the SchoolDESX software on the number of computer workstations and will access the software based on the number of licenses specified in this agreement.
- D. The Licensee School will only install and operate the SchoolDESX software on computers peripheral hardware and operating systems that meet the minimum specifications listed in this Agreement.
- E. The Licensee School will provide adequate facilities in which SchoolDESX can effectively conduct on-site training. The Licensee School will also provide computers for training which meet the minimum hardware and operating system specifications for SchoolDESX .

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2.0 Support Services Agreement

2.1 SchoolDESX's obligation to the Licensee School under the Support Services Agreement

- A. SchoolDESX will provide the Licensee School with email and phone support services for each registered licensed site during the normal business hours of 8:00 AM to 5:00 PM CST. Licensee schools are limited to the number of support hours purchased as specified in Exhibit A.
- B. SchoolDESX will provide the Licensee School with access to our phone support services on our toll free support line for each registered licensed site. **800/324-9393**
- C. SchoolDESX will provide the Licensee School with remote computing support for each WebEX license purchased.
- D. SchoolDESX will provide the Licensee School with periodic updates to the current SchoolDESX software version for each registered licensed site.

2.2 Services **NOT provided** to the Licensee School by SchoolDESX under the Support Services Agreement

- A. **SchoolDESX WILL NOT** be obligated to provide the Licensee School with technical support services for the computer hardware and operating system on which SchoolDESX is installed. Although if SchoolDESX has information that would be helpful in solving a problem, that information will be provided to the Licensee. It is the responsibility of the Licensee School to provide and maintain a fully functional computer system on which the SchoolDESX software is operated. Any such additional technical support services provided by SchoolDESX at the request of the Licensee School will be subject to being billed to the licensee school at the hourly rate that that is in effect at the time the services are provided by SchoolDESX. The rate now in effect is \$140.00 per hour with a 1/4 hour minimum charge.
- B. **SchoolDESX WILL NOT** be obligated to provide the Licensee School with SchoolDESX support services for any personnel who has not received training provided by SchoolDESX.
- C. **SchoolDESX WILL NOT** be obligated to provide the Licensee School with SchoolDESX support services for any site which does not have a functioning remote computing link.
- D. **SchoolDESX WILL NOT** be obligated to provide support services to any third party vendor acting on behalf of the Licensee School without prior approval by SchoolDESX to provide such service.

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2.3 The Licensee School's obligation to SchoolDESX under the Support Services Agreement

- A. The Licensee School will complete and return to SchoolDESX the SchoolDESX Software License and Support Services Agreement.
- B. The Licensee School will make the scheduled payments for the Software License and Support Services as detailed in this Agreement.
- C. The Licensee School will only install and operate the SchoolDESX software on computer hardware, peripheral equipment, and operating systems that meet the minimum specifications for operating SchoolDESX detailed in sections 4.1 and 4.2 of this agreement.
- D. The Licensee School will only install and operate the SchoolDESX software at the site registered in this Agreement and will limit access to the SchoolDESX software to the number of workstations specified under this Agreement.
- E. The Licensee School will have qualified technical staff and/or vendors available to properly install, configure, and maintain the computer networking software, workstations, and server on which the SchoolDESX software is operated.
- F. The Licensee School will install, operate, and maintain a fully functioning remote computing link to SchoolDESX support services according to the requirements and specifications for this link detailed in section 4.2 of this agreement.
- G. The Licensee School will provide SchoolDESX conducted Training for all system operators and supervisors (First-Tier Support personnel) who will be contacting SchoolDESX for support services.
- H. The Licensee School will install the current SchoolDESX software update release at licensed site.
- I. The Licensee School will report any suspected SchoolDESX bug to SchoolDESX in a timely manner.

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3.0 Payment Terms and Other Conditions

- 3.1 The Licensee School agrees to license the SchoolIDESX software and associated Support Services for a minimum term of one year beginning on **12/1/04**. At the end of the initial one year term or any subsequent renewal period, this Agreement can be renewed for an additional 12 months term upon Licensee School's payment of the scheduled Annual Renewal fee as specified below.
- 3.2 Payments will be made by the Licensee School according to the terms of the invoice issued by SchoolIDESX. Invoices will be issued to the Licensee School by SchoolIDESX according to the following schedule:

Payment due by **11/30/04** : **\$28,650.00**

5	Administrative License @ \$1,800.00	= \$ 9,000.00
80	Data Transfer Hours –7 Years data (\$100 per hr)	= \$ 8,000.00
35	Instructor License @ \$90.00	= \$ 3,150.00
25	Annual Support Hours @ \$100.00	= \$ 2,500.00
100	Report Conversion	= \$ 4,000.00
2 days	In-House Training	= \$ 2,000.00 (plus expenses)
	Online Remote Support via WebEX (1 st yr no charge)	= \$.00

Beginning July 1, 2005 thru June 30,-2006 We will support the VSR4 Archive Data from the Adult Education School. After this time, Erie County Technical School will need to convert this data to SchoolIDESX @ a cost of \$1,000.00.

Annual Relicense due **12/1/05 thru 11/30/2005: \$4,645.00**

- 3.3 The fees payable under this Agreement shall not include local, state, or federal sales, use, excise, or other similar taxes or duties and any such taxes shall be assumed and paid by the Licensee School.
- 3.4 Licensee School has the right to terminate this Agreement at the end of any support period by providing SchoolIDESX with a written request for termination at least sixty (60) days prior to the beginning date of the next support period.
- 3.5 SchoolIDESX has the right to terminate this Agreement if, within forty-five (45) days of notice and demand, the Licensee School fails to pay the scheduled fees due under this agreement, or if the Licensee School fails to implement all changes, corrections, and updates to the SchoolIDESX software or if the Licensee School fails to provide SchoolIDESX conducted training to its first tier support personnel who operate the SchoolIDESX software. Upon termination of this agreement, all remaining unpaid fees for the current term of this Agreement become due. Reinstatement of services to the Licensee School after termination under the terms of this section is at the sole discretion of SchoolIDESX whether or not past due fees have been paid by the Licensee School.
- 3.6 If the Licensee School or any other person breaches the terms and conditions set forth in this Agreement as a result of an act or omission by the Licensee School, the license granted under this Agreement shall

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immediately terminate and the Licensee School shall return to SchoolDESX all copies of the SchoolDESX software and all other items supplied by SchoolDESX to the Licensee School. This Agreement will be construed in accordance with the laws of the State in which the software is installed and the Licensee School consents to suit in the State in which the software is installed to enforce these provisions.

4.0 Hardware and Operating System specifications for SchoolDESX.

The Licensee School will install, operate and maintain the SchoolDESX software on a computer network/LAN and workstations meeting these minimum specifications and requirements.

4.1 Hardware and Operating System

- To run SchoolDESX, your computer system must meet these requirements:
- Any computer running Microsoft Windows® 98 or later (NT, 2000, XP) with a Pentium (or equivalent) 266MHz processor or higher.
- A mouse or trackball.
- A minimum of 64 MB RAM.
- A hard disk with 50 megabytes of free space.
- A 3 1/2" floppy drive or a CD-ROM drive
- Screen resolution set to 800 x 600 or higher with at least 256 colors.

4.2 Remote Computing

- A. 56K or higher telephone modem or TCP/IP connection

5.0 Bankruptcy/Support Cessation

Should SchoolDESX no longer continue operations either voluntarily or involuntarily including the institution of proceedings by or against SchoolDESX under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors. Erie County Technical School rights to a complete and documented copy of all related Source Code corresponding to the then current released version of the Project System and/or Licensed Programs (for internal use and not for resale) shall precede any bankruptcy proceedings and stand before any trustee's claims for the benefit of creditors. In the event that SchoolDESX ceases to provide support for the Project System or Licensed Programs, Erie County Technical School shall have the same rights as if SchoolDESX had defaulted on the Contract.

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5.0 Site Registration and Approval of Terms

5.1 Site Registration

- A. Licensee School Name and address where the software will be installed

School : Erie County Technical School

Address: 8500 Oliver Road

City, ST and ZIP: Erie, Pennsylvania 16509

Phone Number: **814-864-0641** Fax: **814-864-9400**

- B. First Tier Support Person at Licensee School

Name: **Jerry Baker**

Title Assistant Director

Address: 8500 Oliver Road

City, ST and ZIP: Erie, Pennsylvania 16509

Phone Number : **814-864-0641** Fax: **814-864-9400**

5.2 Approval of the terms under the Software License and Support Services Agreement

SchoolIDESX, LLC

Erie County Technical School

by: Chris Vokoun

by: Dr. Aldo Jackson

Title: _____

Title: _____

Date: _____

Date: _____