Campus Suite Terms and Conditions

THIS AGREEMENT ('Agreement') is entered into on (2018-03-20), between Innersync Studio LLC ('Licensor'), with its principal place of business located at 752 Dunwoodie Dr., Cincinnati, Ohio 45230 and Port Jervis City School Dist ('Licensee'), with its principal place of business located at 9 THOMPSON ST, PORT JERVIS, ny 12771 and shall be effective as of (2018-03-20) (the 'Effective Date').

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's application server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and utilize Campus Suite Hosted Edition (the 'Software') on Licensor's application server over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Licensor's application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

B. Licensee will use the Software only for its internal school operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

3. Unlimited Calling, E-mailing and Texting Restriction

Licensee may send unlimited calls, emails and texts during the term of this Agreement to the recipient numbers and email addresses based on the enrollment number provided (qualifying personnel included in service at no extra charge) at the time of sign up or on the renewal date. Calls and texts will be limited to the North American Numbering Plan. Valid recipients include (parents, guardians, students, employees, faculty and administrative staff. Calls, emails, or texts to others outside of this

enrollment and qualifying personnel are strictly prohibited. All recipients must opt into communications from your school to be called, emailed, or texted.

4. Definition of Unlimited Calls

Certain plans are classified as "unlimited," which means you can send an unlimited number of time-sensitive messages to a relatively static list of members or recipients, provided, however, that messages conform with all FTC and FCC regulations, and are not considered as "spamming" by your recipients. The following results may result in a plan adjustment or account cancellation by Licensor: Frequently changing recipient lists; frequently sending messages that have a high percentage of disconnected numbers; frequent hang-ups by recipients shortly after the call begins; receiving a high percentage of opt-out requests from your recipients.

5. Minimum Age

You are prohibited from using or registering for the Campus Suite system for notifications for individuals under the age of eighteen. By using or registering for the Campus Suite system, you represent and warrant to Licensor that your users are above the age of eighteen, or have parental consent.

6. Customer Represent and Warrants

Customer Represents and warrants that one (1) user is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to customer's use of Campus Suite and other automated communication services ordered hereunder, and two (2) each use by the user of Campus Suite shall comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, transmission of a valid caller-ID, customer's relationship to each call recipient, the call date and time selected by the user and the content and timing of each call. Any unlawful use by the user of Campus Suite is strictly prohibited. Customer and the person executing this Agreement jointly and severally represents and warrant that such person is fully authorized to execute and deliver the Agreement on behalf of the customer.

7. Price and Payment

A. Licensee will pay Licensor the following per annual subscription cost for the license of the Software and access to Licensor's application server: $5,006.50 per the first year, $5,006.50 per the second year and $5,006.50 per the third year for notifications and for website CMS. Licensor will invoice the licensee for quantity pricing on the first day of the contract date. Licensor reserves the right to change pricing based on, provider cost changes, additional features, or excessive utilization of the software resources. The licensor will notify the licensee 30 (thirty) days in advance of any price changes. Upon Licensor providing project related parties and/or Licensor access to the Software and Licensor's application server (e.g. the "product"), the Licensee is formally accepting the Campus Suite "product" as delivered.

B. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

C. One-time fee of $2,700.00 is due upon execution of the proposal and the software, support and hosting fee is due on (2018-03-20) (the 'Effective Date').

8. Technical Support

Licensor will supply telephone and/or email support to Licensee based on support level (Premium, professional or standard) regarding the Software on a reasonable and necessary basis to Client within business hours – Monday to Friday 9 am to 6 pm

EST, exclusive of holidays. Licensor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

9. Term and Termination

A. The term of service shall be (36) months starting (2018-03-20) with voluntary one year extensions. The parties agree that unless either party provides written (letter, facsimile, email) notice of intent not to extend the contract for an additional year within 30 days of the applicable termination date to the authorized representative contact below, the contract will be extended for a term of one year.

B. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

10. Ownership of Intellectual Property

Title to any proprietary rights in the Software or Licensor's web site will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

11. Confidentiality

A. Licensee acknowledges that the Software and other data on Licensor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to access the Software and other software installed on Licensor's application server using the same standard of care that Licensee uses for its own confidential materials.

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's application server will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

12. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

13. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim. Licensor is not liable for any damages, claims, or costs from loss of access to the software, or loss of licensee data for disconnection for non-payment. ADA compliant web content is the responsibility of the Licensee and Licensor is not held liable for any related circumstances related to ADA compliant lawsuits brought forth from the effective date.

14. Relation of Parties

Nothing in this Agreement will create or imply an agency or employment relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

15. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

16. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Ohio. The arbitration will be held in Ohio. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

17. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs. Licensor's total liability under this Agreement with respect to the Software, legal fees, or damages regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

18. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

19. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that

such delay is caused by events or circumstances beyond the delayed party's reasonable control.

20. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
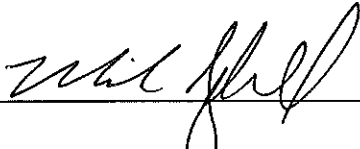
Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

PROVIDER: Innersync Studio, LLC

By: _____ Date: __6-21-2018__

Authorized Representative

Innersync Studio, LLC

USER: Port Jervis City School Dist

By: _____ Date: _6/21/18_

Print name:___Michael Rydell_____

Authorized Representative

Port Jervis City School Dist