



eWalk® Agreement

Subscriber:

Breathitt County Schools

Address:

420 Court Street

Jackson, KY 41339

Initial Term: 3 Years**Effective Date: March 1, 2019****Provider:**

N. Harris Computer Corporation

(a.d.b.a. Harris School Solutions)

62133 Collections Center Drive

Chicago, IL 60693-0623

Thank you for your interest in eWalk.

This letter serves as an agreement between Breathitt County Schools and N. Harris Computer Corporation (Harris) to purchase licenses for Harris' eWalk solution and shall be for an Initial Term equal to three (3) years.

The terms of this letter will apply to all eWalk purchases made on behalf of an Breathitt County Schools; recognizing that a corresponding Purchase Order need merely support the purchase pursuant to this agreement.

eWalk is a fully hosted solution and all software user licenses, system documentation, on-going updates, maintenance and support are included in the licensing fees detailed in this agreement.

This agreement entitles Breathitt County Schools to a reduced eWalk **annual price-per-observer-license fee**. The reduced license fee shall equal **\$340** per observer license for the first year of the Initial Term, with an annual price of **\$340** per observer license with a reduced price increase of 3% in year 2 and 3% in year 3.

Additionally, the Setup and Implementation Fee has been waived and the first renewal date has been delayed until August 31, 2020. The remaining months of the 2018/2019 school year have been added to year 1 at no additional cost.

	Product/Service	2019-20	2020-21	2021-22
<input type="checkbox"/>	<u>16 eWalk Administrator Licenses</u>	\$5440	\$5603	\$5771
<input type="checkbox"/>	Setup and Implementation Fee for 16 licenses with Training Session	Waived		
<input type="checkbox"/>	Total Investment	\$5440	\$5603	\$5771

Any licenses purchased (i.e. added) after the first month of the Initial Term, will be charged at a prorated fee equal to the number of months remaining in the then current year. All active licenses at the end of the then current term will be automatically included in the total number of licenses calculated for the renewal; unless Harris is notified to reduce the license count, by Breathitt County Schools, in accordance with the notice provision outlined below.





The Agreement shall be automatically renewed for all current active eWalk licenses for successive one (1) year periods (each a "Renewal Term") subject to Harris' current price structure. Breathitt County Schools must provide written notice to Harris of its intention not to renew within ninety (90) days of the end of the then current year.

Full payment is due within thirty (30) days of account activation. If payment is not received within sixty (60) days of account activation, Harris reserves the right to deactivate accounts until payment is received in full. Further, upon written notice to Breathitt County Schools, Harris may immediately terminate this agreement in the event that Breathitt County Schools fail to pay any License Fees when due.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, THE PROFESSIONAL SERVICES, THE MAINTENANCE AND SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE SUM OF: THE LICENSE FEES PAID TO HARRIS BY ASCS UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF TERMINATION.

IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

The parties acknowledge that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. Each of the parties agree:

- (a) to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- (b) not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- (d) not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- (e) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.





IN WITNESS WHEREOF, Harris and Breathitt County Schools have duly executed this Agreement to be effective on the Effective Date first written above.

N. Harris Computer Corporation

Breathitt County Schools

Signature

Signature

Name

Name

Title

Title

