

Eduspire Solutions LLC
P.O. Box 2012
Southeastern, PA 19399
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INVOICE

BILL TO

Malinda Brooks
Randall K. Cooper High School
8330 US Highway 42
Florence, KY 41042
United States

INVOICE # 2609

DATE 04/19/2021

DUE DATE 07/01/2021

DESCRIPTION	AMOUNT
Annual Software License e-hallpass (EHP) with Appointment Pass (AP) @ \$2.50/user/year License Term: 7/1/21 – 6/30/22 Randall K. Cooper High School Up to 1600 users	
EHP Software License Fee - Fall Semester 2021	2,000.00
EHP Software License Fee - Spring Semester 2022	2,000.00

Please reference your invoice number with payment.

BALANCE DUE

\$4,000.00

Download our W-9 here, if needed:
<https://tinyurl.com/es-w9-2021>

Please make checks payable to Eduspire Solutions LLC

EDUSP SOLUTIONS

P.O. Box 2012, Southeastern, PA 19399
855-EDUSPIRE

EDUSPIRE SOLUTIONS SOFTWARE TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement"), is made between Eduspire Solutions LLC ("Eduspire") and Customer ("Customer"), with reference to Customer's use of any software products or ancillary services provided by Eduspire ("Software"). Use of the software will constitute consent to the terms of this Agreement, which is posted at <https://eduspiresolutions.org/terms-of-use/> and updated there as needed.

1. **Software Service:** Eduspire will provide Customer a limited non-exclusive Software License with web access to the Software for exclusive use by students, teachers and administrators for educational purposes. Access is restricted to those users and buildings which have secured current Software licenses from Eduspire or through any of its authorized resellers.
2. **Software License Term:** The Term of Software License granted by Eduspire is an annual term, which may be pro-rated in the first year of service from the Quote Date through the next June 30, unless otherwise stated. Terms automatically renew for subsequent years from July 1 - June 30 unless terminated by Customer at least 30 days prior to renewal for any reason including Budgetary Non-Appropriation. All future invoices will be issued at the then-current Software License Fees. Any changes to future Software License Fees or any associated fees will be disclosed in writing to the Customer at least 30 days prior to the end of each Term. Customer will not be entitled to refunds for any portion of the then-current Term upon termination of their Software License once the Term has begun. Eduspire has the right to terminate Customer's Software license immediately for any violation of the Terms of Use. Eduspire also has

the right to terminate Software provided via this Agreement for convenience with at least 30 days written notice. In the event of termination of convenience by Eduspire, Customer will be entitled to a pro-rated refund for the current Term.

3. **Implementation:** Standard Implementation includes implementation of the Software without any customization. Customer is responsible for implementation, integration and any building-specific configuration of Software within Customer's building. Eduspire will work with designated Customer building technical support staff who will be responsible for implementation and maintenance of Software within Customer's building and integration with any applicable school systems. All paid implementation includes standard remote training for a designated staff and leadership team at the school. Other consulting or customization fees may apply if work requested is deemed out-of-scope, and travel and living expenses will apply if Eduspire staff onsite presence is requested.
4. **Upgrades:** Eduspire, from time to time, may provide upgrades and enhancements to the Software. It will make available to Customer all general upgrades, but not necessarily all upgrades will be available without additional cost (i.e., there may be specific upgrades or enhancements available for additional cost, or upgrades that affect only specific Customers).
5. **Intellectual Property:** All intellectual property pertaining to the Software, including any applicable trademarks and copyrights, is and shall remain the sole property of Eduspire. Customers will not attempt to copy or otherwise reverse-engineer or create derivative works from the Software, nor will they provide any information regarding the operation of the Software to any other parties. Customers will not publish videos, screenshots, or other information regarding the Software operation publicly without the prior permission of Eduspire.
6. **Public Disclosure:** Customer grants Eduspire the right to publicly disclose the fact that Customer is using the Software for Eduspire's advertising and other promotional purposes, unless otherwise stipulated by Customer in writing.
7. **Limited Warranty:** Eduspire warrants that the Software will perform substantially, but Eduspire does not warrant that the Software is error-free. Eduspire's sole obligation with respect to its limited warranty is limited to commercially reasonable efforts to either the repair of defects in the Software or the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency.
8. **Limitation of Liability:** THE SOFTWARE IS PROVIDED TO CUSTOMER FOR ITS USE ON AN AS IS AND AS AVAILABLE BASIS. THE MAXIMUM LIABILITY OF EDUSPIRE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND PARTNERS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TERM WHEN DAMAGES WERE INCURRED.
9. **Indemnification:** Customer shall defend, indemnify and hold harmless Eduspire and its partners, officers, employees, agents, and assigns from all losses, damages, liabilities,

deficiencies, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), which may be incurred or imposed upon Eduspire or Customer relating in any way to their use of the Software.

10. **Assignment:** Customer may not assign, transfer, or otherwise dispose of any of Customer's rights under the Software License without the written consent of Eduspire. Eduspire may assign its rights to any successor by merger or consolidation or to any third party that acquires substantially all of its capital stock or assets, or to any third party to which Eduspire transfers its ownership rights to the Software, upon notice to Customer.
11. **Force Majeure:** Eduspire or Customer will be not liable for any delays or failure to perform any provision of this Agreement if such delay or failure arises directly or indirectly out of circumstances beyond its reasonable control, including Acts of God, acts of war, acts of terrorism, accident, acts, omissions and defaults of third parties and official, governmental and judicial action.
12. **No Waiver:** Eduspire's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right to later enforce any such rights or enforce any other or any subsequent breach.
13. **Choice of Law / Severability:** This Agreement and the performance of the parties hereunder will be governed by and construed in accordance with the laws of the State of Pennsylvania. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
14. **Entire Agreement:** This Agreement is a complete and exclusive statement of the Agreement between the parties with respect to its subject matter, and supersedes all prior oral and written communication between the parties about its subject matter.