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Software Quote

Customer	
School District	Boone County Schools
Contact	Betty Milburn
Building	Ockerman Middle School
Address City, State, ZIP	8300 US 42 Florence, KY 41042
Phone	859-282-3240
Email	betty.milburn@boone.kyschools.us

Quote Number:	4142
Quote Date:	July 29, 2021

Quote Description
e-hallpass - (EHP) 2021-22 School Year Software License Term: 7/1/21 - 6/30/22 Estimated Number of Users: up to 800 Expected Invoice Due Date: August 29, 2021

Customer Instructions Or Notes
<p>Please issue Request for Invoice or Purchase Order (if required) electronically to:</p> <p>accounting@eduspiresolutions.org</p> <p>Or send physical check to: Eduspire Solutions LLC Accounting P.O. Box 2012 Southeastern, PA 19399</p> <p>Please call 1-888-401-2011 or email accounting@eduspiresolutions.org with any additional questions regarding this quote.</p> <p>Need a W-9 for Eduspire Solutions? Get it here: https://tinyurl.com/es-w9-2021</p>

Line Item	Amount
Annual Software License for EHP with Appointment Pass at \$2.50 per user Ockerman Middle School - 800 Users	\$2,000
TOTAL	\$2,000

Thank you for your business!

P.O. Box 2012, Southeastern, PA 19399

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TERMS AND CONDITIONS OF USE:

1. **Software Service:** Under this Quote, Eduspire agrees to provide a limited non-exclusive Software License for Customer via web access to the Software for use by students, teachers and administrators within the building(s) indicated above. Customer agrees to utilize software in accordance with the Terms of Use at <https://eduspiresolutions.org/terms-of-use/> or as posted electronically within the Software.
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 and Other Fees:** Standard Implementation Fees include implementation of the Software without any customization. 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 remote video 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. Customer shall 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 during the Term. 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 either to the repair of defects in the Software or to the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency within the Term.
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, PARTNERS, AND REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, OR ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE, SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER TO EDUSPIRE 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. **Taxes:** Customer is responsible for paying any applicable federal, state, or local taxes relating to the Software and related services provided. Eduspire will invoice Customer and Customer will be responsible for paying all such taxes unless Customer provides Eduspire with a valid tax exemption certificate or proof of Customer's direct payment of such tax amounts.
11. **Confidentiality:** Customer agrees to keep all pricing and related items of this Quote strictly confidential unless required to disclose them based on administrative, regulatory, legislative, executive, or judicial requirements, or at the request of any other legitimate governing authority. All school and user data is kept confidential in accordance with the Eduspire Privacy & Security Policy (<https://www.eduspiresolutions.org/privacy-policy/>)
12. **Entire Agreement:** This Quote 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. Quote is only valid for 30 days after the Quote Date unless otherwise stated. Acceptance of the Terms and Conditions of this Quote is effective upon Customer's issuance of a Purchase Order for this Quote and/or subsequent Invoice Payment.

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