

● Pending Executed Copy

## SOFTWARE SITE LICENSE

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### **1. Definitions.**

As used herein, the following definitions shall apply:

- (a) "Licensed Product" shall mean collectively the curriculum, instructional, and related materials and software owned by Licensor, more fully described on Exhibit "A".
- (b) "Use" shall mean the reproduction, dissemination and utilization of the Licensed Product solely by staff and students of Licensee.

### **2. License.**

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The license fees and charges for the license herein granted to Licensee shall be in the amount and shall be due and payable as set forth on the annexed Schedule I.

### **4. Term of license agreement and license.**

Unless otherwise terminated or canceled as provided herein, the term hereof and the license granted herein shall be for five (5) years commencing on the effective date of this Agreement.

### **5. Protection of Licensed Product.**

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#### **9. *Services.***

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#### **10. *Negation of Warranty.***

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**11. *Negation of proprietary rights indemnity.***

LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE FOR THE INFRINGEMENT OF PROPRIETARY RIGHTS BY THE LICENSED PRODUCT OR ANY PORTION THEREOF.

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**12. *Termination/cancellation.***

(a) Licensor may terminate/cancel this License Agreement and any license granted to Licensee hereunder if:

(1) Licensee fails to pay Licensor any license fees or charges;

(2) Licensee is in default of any other provision hereof and such default has not been cured within ten days after Licensor gives Licensee written notice thereof; or

(3) Licensee sells, leases, transfers or otherwise conveys the Licensed Product to any entity other than Licensee.

(b) In the event of any termination/cancellation hereof or of any license granted to Licensee hereunder, Licensor may:

(1) Declare all amounts owed hereunder to Licensor to be immediately due and payable;

(2) Require that Licensee cease any further Use of the Licensed Product or any portion thereof and immediately return the Licensed Product and all copies thereof, in whole or in part; and;

(3) Cease performance of all of Licensor's obligations hereunder without liability to Licensee.

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(c) Licensor's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensor in law and in equity.

**13. *Limitation of liability.***

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE LICENSED PRODUCT.



**14. General.**

- (a) The effective date of this Agreement shall be upon execution thereof by Licensee and Licensor.
- (b) Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.
- (c) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the authorized representatives of both parties.
- (d) This Agreement and the licenses granted hereunder may not be transferred or assigned by Licensee without the prior written consent of Licensor.
- (e) This Agreement shall be interpreted in accordance with the substantive laws of the State of Texas and venue hereof for all purposes shall be in Collin County, Texas.

LICENSEE:

Laredo Independent School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSOR:

Plano Independent School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### Licensed Product:

Plano Independent School District Middle School Curriculum is an intellectual property developed by the Plano Independent School District (Plano ISD) and its agents. It resides in a curriculum planner to be purchased from a third-party provider. Additionally, Plano ISD will provide training and support in accordance with the fee structure. The license and four years of renewal are sold as a complete package.

SCHEDULE I

License Fee:

First Year of Term:

Approximately \$97,000.00, payable as follows: August 31, 2003

Second Year of Term:

Approximately \$10,000.00, payable as follows: August 31, 2003

Third Year of Term:

Approximately \$10,000.00, payable as follows: August 31, 2003

Fourth Year of Term:

Approximately \$10,000.00, payable as follows: August 31, 2003

Fifth Year of Term:

Approximately \$10,000.00, payable as follows: August 31, 2003

*why separate  
fee by year  
but pay all  
at once?*