



**MASTER LICENSE AGREEMENT BETWEEN CROSSPOINTE.net LLC
AND SARASOTA COUNTY SCHOOLS**

The following Master Terms and Conditions contained in this Agreement (“T&C’s” or “Agreement”) supplement and govern each Product Order Form Software End User Agreement (“Product Order Form”) entered into at any time between CrossPointe.net, LLC. (“CrossPointe.net LLC”) and SARASOTA COUNTY SCHOOLS (“Client”). CrossPointe.net LLC and the Client are individually referred to herein as a “Party” or collectively as the “Parties.”

1. Definitions. Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

“Agreement” means these T&C’s and each Product Order Form referring to these T&C’s and entered into by the Parties.

“CrossPointe.net Supported Products” or “Products” means the products specified by CrossPointe.net in a Product Order Form for as long as those products are eligible for Support by CrossPointe.net under Section 4 of this Agreement during the Support Period.

“Intellectual Property Rights” means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

“License Fee” means the amount to be paid by the Client for the components of the System as identified in the Schedule.

“License Term” is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

“Major Release” means the version of a CrossPointe.net Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

“Operating System” shall mean the third party foundation software required to communicate with the Client’s computer hardware.

“Price” means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

“Schedule” means the Product Order Form attached hereto as Exhibit 1, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe.net or a third party under this Agreement.

“Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.

“Services Fees” means the particular fees for specific services identified in the Product Order Form.



“Software” shall mean the CrossPointe.net Supported Products or Products (including modifications and enhancements [and source or object code if the Client’s Product Order Form calls for an in-house stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

“Software Maintenance Agreement” means the annual software support and maintenance contract between CrossPointe.net and the Client, attached hereto as Exhibit 2, in consideration for such percentage of the then current License Fees of the CrossPointe.net Supported Products identified in the Product Order Form, attached as Exhibit 1.

“Subscription Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

“Support Period” means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe.net Supported Products (“Initial Support Period”).

“System” shall mean the Software and Operating System.

2. License. In accordance with the terms herein, CrossPointe.net grants to Client and the Client accepts from CrossPointe.net a personal, nonexclusive and nontransferable license to use the Software (including all object, source or executable codes related thereto and specified in the Client’s Product Order Form if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license) and/or System, as the case may be, within the SARASOTA COUNTY SCHOOLS, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe.net’s then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client’s internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party vendors, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe.net shall become part of the Software and be subject to the terms and conditions herein (the “License”):

a. Installation and Use. The Client may: i) install, access, or support the Software upon computer hardware equipment owned or leased by such Client (if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license (defined as a centrally-hosted implementation of CrossPointe.net’s Software which is shared by multiple end-user accounts) of the Software, in each case with the Client’s use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software subject to the terms of this Agreement and such additional licensing terms.

b. Software Copies. All copies of the Software (whether made by the Client or provided by CrossPointe.net) are



subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe.net at any time.

c. Documentation Copies. The Client may make a reasonable number of copies of the CrossPointe.net Documentation.

d. Software Modifications. The Client may use the CrossPointe.net Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe.net will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe.net. This Agreement and the Client will not restrict CrossPointe.net's independent development, use or licensing of any type of software. Client may develop software which enhances, supports, or modifies the CrossPointe.net Products ("Client Modifications"); provided, however, that each such Client Modification may be used by CrossPointe.net for its own use and for use by CrossPointe.net's other customers as a perpetual, irrevocable, nonexclusive right and license; that, pursuant to 17 U.S.C. § 103, CrossPointe.net will continue to have copyright protection in any derivative works of object code, executable code or source code developed by CrossPointe.net; and that Client agrees not to distribute any Client Modification to any third party school districts or third party vendors without the written consent of CrossPointe.net.

e. Restrictions. The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe.net Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe.net. Client is responsible for compliance with the Agreement by each member and employee of the Client and each user.

f. U.S. Government restricted rights. If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

g. Price and Payment. Client shall pay CrossPointe.net for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, or specified on the Client's Product Order Form, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe.net may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears for more than ninety (90) days for ANY reason, CrossPointe.net shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of



Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe.net, CrossPointe.net may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe.net's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe.net, whether under agreement with the Client or otherwise, shall be CrossPointe.net's property. Client Modifications made to the Software shall be subject to CrossPointe.net's warranty only if and when such changes are incorporated into the Software, CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products, as generally distributed to CrossPointe.net's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe.net. Any such termination shall also terminate CrossPointe.net's warranty and indemnity obligations and liabilities.

3. Deliveries and Installation. Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. Support by CrossPointe.net. During the Support Period, CrossPointe.net will provide the Client the following support ("Support"):

a. Repair, replace or provide The Client with an upgrade of the CrossPointe.net-Supported Products to comply with the Product Warranty under Section 7.

b. Make CrossPointe.net's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe.net designated holidays, or as specified on the Client's Product Order Form).

c. Provide the Client updates, enhancements, and new releases of the CrossPointe.net Supported Products when generally made available by CrossPointe.net for installation and use by the Client. (1) CrossPointe.net will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe.net will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe.net may immediately terminate Maintenance and the Product Warranty for all CrossPointe.net Supported Products if Client does not renew Support for the CrossPointe.net Supported Products designated on a Product Order Form. CrossPointe.net will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe.net Supported Products which have been made available to other CrossPointe.net customers.

d. CrossPointe.net shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.



5. Client Responsibilities. CrossPointe.net Support and the Product Warranty require that:

- a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.**
- b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe.net on the issues which need to be communicated to CrossPointe.**
- c. Client shall provide CrossPointe.net access to the Client's system 24 hours/day-365 days/year via a mutually agreed upon method. Such access shall allow CrossPointe.net to conduct an audit of the Software as required by CrossPointe.net, from time to time, and to support, monitor and test Client's system.**
- d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe.net's then prevailing rates.**
- e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe.net. If the installation of a new release of Software also requires a new release of the Operating System, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe.net release will be functional.**
- f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.**
- g. The Client shall use the Software only in accordance with the terms and conditions set forth in this Agreement. CrossPointe.net Software may only be used within SARASOTA COUNTY SCHOOLS or on portable hardware owned by the Client and utilized by its employees.**
- h. The Client shall provide CrossPointe.net reasonably available information and technical assistance.**
- i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.**
- j. If CrossPointe.net reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe.net Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe.net is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe.net for that requested correction at CrossPointe.net's then current hourly rates (CrossPointe.net will notify Client before incurring those expenses).**

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe.net Supported Products having a perpetual License Term. Service fees for CrossPointe.net Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order Form for those Products.] There is no Service Fee for the CrossPointe.net Supported Products during the Initial Support Period. While CrossPointe.net provides Support to other Clients, Client may renew Support for the CrossPointe.net Supported Products for one-year renewal periods by paying CrossPointe.net the applicable



amounts under this Section 6 and the Product Order Form. CrossPointe.net will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe.net may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe.net Supported Products. Client will reimburse CrossPointe.net for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such on site support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe.net will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe.net will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe.net: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a “reinstatement fee” as specified by CrossPointe.net. (d) pro rated prior year’s Maintenance for all the days Support was terminated.

7. Product Warranty. During the Support Period CrossPointe.net warrants that (the “Product Warranty”):

Media. The Product media as provided by CrossPointe.net will be free of material defects.

Viruses. Before Product delivery by CrossPointe.net, CrossPointe.net will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe.net for the CrossPointe.net Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE.NET DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe.net warrants that it owns all rights, titles, and interests in the CrossPointe.net Supported Products and the software used by CrossPointe.net for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe.net’s obligations under the Agreement. Client’s exclusive remedies for the breach of this Section 8 by CrossPointe.net are described in Sections 9 and 11.

b. The Software, Operating System, all programs developed by CrossPointe.net for the Client hereunder, and all copies thereof are proprietary to CrossPointe.net and title thereto remains with CrossPointe.net. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Operating System or any programs developed by or at Client’s request are and shall remain in CrossPointe.net. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, or Operating System or copies thereof to any other party, individual or entity. Client agrees to secure and protect the Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe.net’s rights therein and



to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe.net to terminate this Agreement and the Software and Operating System licenses granted hereunder.

9. Product Warranty or Support Remedies. The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe.net will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe.net does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe.net Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe.net, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe.net's breach is not cured within the Cure Period. CrossPointe.net may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe.net may terminate Support and any Subscription Services if CrossPointe.net's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe.net for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe.net. If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe.net to cure a breach in accordance with CrossPointe.net's standard and solely defined Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. Confidential Information. The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe.net. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe.net contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

- a. Information made available to the general public without restriction by the disclosing Party ;
- b. Information known to the receiving Party independent of disclosures by the disclosing Party;
- c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and
- d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.



Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe.net will, at its expense, retain counsel and defend any suit or claim brought against the Client or software used by CrossPointe.net for the Subscription Services that infringe upon any third party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, and indemnify Client for any judgment entered against Client resulting from any claim brought against Client that alleges that the software used by CrossPointe.net for Subscription Services infringe upon any third party's Intellectual Property rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe.net after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe.net; (b) gives CrossPointe.net authority to defend or settle the suit or claim (provided that CrossPointe.net does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe.net all available non-privileged information reasonably requested by CrossPointe.net concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe.net in the defense (CrossPointe.net will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe.net will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe.net fails to continue to retain legal counsel as required by this Section 11. CrossPointe.net shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe.net's prior written approval. Client shall, if and when requested by CrossPointe.net, and at CrossPointe.net's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a third party, CrossPointe.net or Client is enjoined from using the Software, or if CrossPointe.net believes that the Software is likely to result in a judgment of infringement, CrossPointe.net at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe.net making this election under Section 11. CrossPointe.net will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe.net Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe.net Supported Products which CrossPointe.net provides to Client. Client will reasonably cooperate with CrossPointe.net to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe.net with respect to infringement on any third party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe.net personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe.net under the Agreement.



12. Excusable Delay. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.

13. Limitations of Liability. In no event will CrossPointe.net, CrossPointe.net's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or apply for such damages. CrossPointe.net's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe.net for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe.net for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe.net for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. **THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.**

14. Assignment. Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe.net's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe.net's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe.net shall not be made without prior notification to the Client.

15. Publicity. Either Party may (in any presentations, press releases, advertising or publicly-disseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe.net competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe.net and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.



16. Remedies. If the Client has a good faith complaint concerning the Products, Support Subscription Services, the Agreement or CrossPointe.net's invoices, Client shall send CrossPointe.net a specific and complete written description of the complaint within 30 days of discovering the basis for the complaint. CrossPointe.net reserves the right, in its sole discretion, to determine if a Software breach exists, and to implement a plan and resolution time frame to resolve the issue, as defined by CrossPointe.net and to retain subject matter experts to determine whether the complaint has a reasonable basis. If the Client fails to specify a particular complaint with the Products, Support, Subscription Services, the Agreement or CrossPointe.net's invoices, Client understands and agrees that this failure will result in a waiver of Client's right to raise that complaint in any litigation. Promptly after receiving the specific and complete written description of the complaint, each of the Parties will appoint a designated representative to meet, within a reasonable time, in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe.net's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe.net and an officer of Client meet, within a reasonable time, in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe.net's invoice or the Agreement may be brought if Client has not participated or agreed to participate in the above meetings. Client agrees that failure to comply with this provision will entitle CrossPointe.net to seek dismissal of any litigation without prejudice and Client agrees not to oppose any motion to dismiss the litigation without prejudice. Client agrees not to initiate or re-initiate any litigation until this section is satisfied. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.

The Parties must comply with this section for any dispute, controversy or claim arising out of or relating to the rights and obligation of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

17. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the CEO or President, as to CrossPointe.net and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

18. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

19. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe.net, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe.net. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other



documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe.net and receipt by CrossPointe.net of the initial payment specified herein.

j. All services provided by CrossPointe.net will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe.net may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

20. Jurisdiction and Venue. The sole and exclusive jurisdiction and venue for any litigation between CrossPointe.net and Client shall be in Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

21. Taxes and Duties. The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe.net which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment of all such taxes, however designated,



levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

22. Maintenance Services. The annual charges to Client for CrossPointe.net's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice.

23. Exhibits. The following exhibits are attached to this Master License Agreement and incorporated herein by reference:

- Exhibit 1 – Product Order Form
- Exhibit 2 – Software Maintenance Agreement
- Exhibit 3 – Statement of Work
- Exhibit 4 – Gap Analysis

24. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.



CROSSPOINTE.NET LLC

SARASOTA COUNTY SCHOOLS

(Authorized Signature)

Joan Keebler

(Printed Name)

Chief Executive Officer

(Title)

(Date)

750 S. Orlando Avenue

(Street Address Line #1)

Suite 201B

(Street Address Line #2)

Winter Park, FL 32789

(City, State, Postal Code)

(Authorized Signature)

(Printed Name)

(Title)

(Date)

(Street Address Line #1)

(Street Address Line #2)

(City, State, Postal Code)

Approved for Legal Content
December 2, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

(Authorized Signature)

Larry Plasil

(Printed Name)

Chief Technology Officer

(Title)

(Date)

(Authorized Signature)

Reg Maton

(Printed Name)



Chief Information Officer

(Title)

(Date)