



SCHOOL CONNECT APP LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE EDUCATIONAL INSTITUTION ACCEPTING THE TERMS OF THIS LICENSE AGREEMENT (THE “DISTRICT”) AND JOSTENS, INC. D/B/A SCHOOL CONNECT (“SCHOOL CONNECT”) STATING THE TERMS AND CONDITIONS THAT GOVERN THE DISTRICT’S USE OF THE SCHOOL CONNECT APPLICATION (“LICENSED APPLICATION”). PLEASE READ THIS AGREEMENT CAREFULLY.

BY DOWNLOADING, INSTALLING, UPLOADING INFORMATION TO, MAKING INFORMATION AVAILABLE THROUGH AND/OR USING THE LICENSED APPLICATION, THE DISTRICT AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS WELL AS THE TERMS OF THE LETTER OF INTENT (“LOI”) APPLICABLE TO THE LICENSED APPLICATION ([click here for the LOI terms](#)), WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THE DISTRICT WOULD LIKE AN EXECUTED COPY OF THESE TERMS AND CONDITIONS FOR ITS RECORDS, SIGNATURE LINES ARE PROVIDED FOR CONVENIENCE AT THE END OF THIS AGREEMENT. REGARDLESS OF WHETHER THIS AGREEMENT IS PHYSICALLY SIGNED THE DISTRICT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS NOTED ABOVE. IF THE DISTRICT DOES NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, UPLOAD OR MAKE INFORMATION AVAILABLE THROUGH AND/OR USE THE LICENSED APPLICATION.

1. **License Grant.** Subject to the terms and conditions of this Agreement, School Connect hereby grants to the District a royalty-free, nonexclusive, nontransferable, nonassignable, nonsublicensable and revocable license to install, use, upload information and/or content to and make available such information and/or content through the Licensed Application solely for the District’s use in school and community engagement and disseminating school and community information. For the avoidance of doubt, the Licensed Application is licensed, not sold, to the District by School Connect pursuant to and subject to the terms and conditions of this Agreement and any other applicable terms and conditions promulgated by any third-party processor not

affiliated with School Connect (e.g., storefront, network, and other operators, etc.) (a “Third-Party Processor”). School Connect reserves all rights not expressly granted to the District herein.

2. Marketing Requirements. Upon School Connect’s provision of the Licensed Application to the District, the District agrees to undertake a marketing campaign to market the Licensed Application within the District’s community to create awareness of the Licensed Application as the District’s official mobile application. The District shall use its best efforts to use the Licensed Application for community engagement, communication and alert notification purposes by utilizing the Licensed Application’s push technology. School Connect hereby grants to the District a royalty-free, nonexclusive, nontransferable, nonassignable, nonsublicensable and revocable license to use the School Connect name and trademark, as well as the Jostens name and trademark, solely in connection with such marketing campaign. Similarly, the District agrees herein to allow School Connect and its affiliates to use the District’s name in press releases and on any website corresponding to the Licensed Application. School Connect may provide training to the District on the use of the Licensed Application as agreed to by School Connect and the District. Training may consist of the provision of sample marketing materials, digital resources, and hands-on instruction.

3. Advertising and other Content. The District acknowledges, authorizes and consents to School Connect’s right and ability, but not obligation to, a) sell and/or provide advertisements (including sponsorships) through, to and on the Licensed Application, and b) provide educational-related information, content or other materials or services of School Connect or its affiliates for and on the Licensed Application, including but not limited to educational advancement information, including but not limited to Commitment to Graduate® programming or messaging, Jostens Renaissance® information or content, sharing applications such as ReplayIt™. The District can place reasonable restrictions on the advertisements, sponsorships or other content provided by School Connect (or third parties through agreement with School Connect) through, to and on the Licensed Application. School Connect shall not allow any advertisements, sponsorships or non-District content that includes or relates to references to alcohol, tobacco or sexually oriented businesses. The District shall not have any right or claim on any revenue associated with any advertising, sponsorships or non-District provided content through or on the Licensed Application. School Connect is not responsible or liable for any third party advertising supplied by or through the Licensed Application, including but not limited to the content of such advertising, and any such advertising does not constitute or imply an endorsement, sponsorship, or recommendation by School Connect of the third party, the third-party web site, the advertisement or advertiser, or the information contained therein. School Connect is not responsible or liable for any third party website or the availability or content of such websites, including but not limited to any websites provided by any advertiser providing advertising through the Licensed Application.

4. Ownership of Content. Through the Licensed Application the District has the ability to upload images, information, content, material, links to websites, services, images, data, information and other forms of materials (the “Content”). The District shall ensure that all Content is accurate, and that any approvals needed from any third party to use, post, upload and/or disseminate such Content, including trademark and copyright permission, has been obtained. School Connect does not claim ownership of any Content uploaded to, accessed

through or provided through the Licensed Application by, through or on behalf of the District and/or any end user and shall not be responsible or liable for any such Content in any manner whatsoever. The District is solely responsible for all Content uploaded or accessed through the Services and the Licensed Application. School Connect retains the right but has no obligation to monitor, screen or edit Content and may remove Content for any reason or no reason with no liability whatsoever.

5. Proprietary Rights. School Connect, its affiliates and/or their respective licensors own all right, title and interest in and to the Licensed Application, including, without limitation, all intellectual and proprietary rights appurtenant thereto, and, except for the limited license granted herein, nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect School Connect's, its affiliates and/or their respective licensors' ownership or proprietary rights therein or any other of School Connect's, its affiliates' and/or their licensors' trademarks, logos, copyrights, information, processes, methodologies, products, goods, services, or materials, tangible or intangible, in any form and in any medium. Nothing in this Agreement grants any license to you to use School Connect's or its affiliates' trademarks, logos, copyrights or any other intellectual or proprietary rights.

6. Restrictions. The District may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. The District may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates or upgrades, or any part thereof. Any attempt to do so is a violation of the rights of School Connect, its affiliates and licensors, as applicable. The terms and conditions of this Agreement shall govern any upgrades or updates provided by School Connect that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by or references a separate license agreement in which case the terms of that license agreement shall govern.

7. User Conduct. The District agrees a) to use the Licensed Application only for lawful purposes, b) not to take any action that might compromise the security of the Licensed Application or otherwise cause damage to the Licensed Application, and c) not to provide any information to School Connect or Content to or through the Licensed Application that is false or misleading or that it does not have the right to use or disclose.

Without limiting the foregoing, the District agrees not to use the Licensed Application to (a) upload, post, order for print, email or otherwise transmit or communicate any material (i) that is obscene, unlawful, threatening, an invasion of privacy or publicity rights, defamatory, libelous, or otherwise illegal or objectionable or which contains nudity, lewd or lascivious acts, or any act, costume, design, action or other matter which is not appropriate for families, (ii) that the District does not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes any copyright, trademark, patent or other intellectual property right or any moral right of any party including but not limited to School Connect, or (iii) that is likely to cause harm to School Connect's or anyone else's computer systems; (b) to harm minors in any way, including, but not limited to, content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (c) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content

transmitted through the Licensed Application; (d) to make content available for viewing by the general public through a publicly posted link to the content or otherwise, except as authorized by this Agreement; (e) to transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (f) to impersonate any person or entity, or otherwise to misrepresent the District's affiliation with a person or entity; or (g) to collect, intercept or harvest screen names or to collect, intercept or store personal data about users except as provided herein.

8. Purchases. Purchases of any products or services available through the Licensed Application that are not products of School Connect or its affiliates are controlled, handled and processed by a Third-Party Processor not affiliated with School Connect and all payment and other matters regarding such purchases (including any information submitted or that may be collected in connection with such purchases) are subject to and governed by the applicable terms of service and privacy policy of such Third-Party Processor. School Connect is not responsible or liable for any purchases or otherwise made through a Third-Party Processor.

9. NO WARRANTY. THE DISTRICT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE LICENSED APPLICATION AND ANY SERVICES PROVIDED IN CONNECTION THEREWITH IS AT THE DISTRICT'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF THE LICENSED APPLICATION AND ANY SERVICES IS WITH THE DISTRICT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY OR IN CONNECTION WITH THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL BUGS AND FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SCHOOL CONNECT, ITS AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, OF TITLE, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER SCHOOL CONNECT, NOR ANY OF ITS AFFILIATES OR LICENSORS WARRANT THAT THE LICENSED APPLICATION OR ANY FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY OR IN CONNECTION WITH, THE LICENSED APPLICATION WILL MEET THE DISTRICT'S REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, THAT ANY "PUSH" MESSAGES OR NOTIFICATIONS PROVIDED THROUGH THE LICENSED APPLICATION WILL BE DELIVERED, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHOOL CONNECT, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, THE DISTRICT ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR

CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO THE DISTRICT.

10. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SCHOOL CONNECT OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE DISTRICT'S USE OF OR INABILITY TO USE THE LICENSED APPLICATION OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SCHOOL CONNECT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification. To the extent allowed by law the District agrees to indemnify, defend, and hold School Connect, its affiliates and their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, service providers, and suppliers harmless against any and all claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to the District's (a) breach or violation of this Agreement, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or non-compliance with any applicable law, rule or regulation, (d) use, alteration or export of the Licensed Application (or any component thereof) in violation of this Agreement, and (e) any Content provided hereunder. School Connect reserves the right to assume the exclusive defense and control of any claims or actions subject to indemnification by the District and all negotiations for its settlement or compromise, and the District agrees to fully cooperate with School Connect upon its request. This provision is not intended to waive the School Board's sovereign immunity.

12. Export Restrictions. The District may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, the District represents and warrants that the District is not located in any such country or on any such list. The District also agrees that the District will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

13. Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R.

§12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

14. Consent to Use of Data. All data and information collected, used and/or disclosed by School Connect and its affiliates in connection with the District's use of the Licensed Application and the Services, which shall include, without limitation, all technical information about the District's device, system, application software, peripherals and the use thereof, shall be governed by and subject to the terms and conditions set forth in School Connect's Privacy Policy. Click here to access School Connect's Privacy Policy.

15. Wireless Access Charges. Certain Licensed Application functions and services require data access, and the provider of data access for the District may charge the District data access fees in connection with the District's use of the Licensed Application. The District is solely responsible for any data access or other charges the District may incur.

16. No Guarantee of Continued Use or Availability. School Connect and its affiliates reserve the right to modify, update, supplement, limit, discontinue, remove or disable access to the Licensed Application and/or any Services without notice to the District and neither School Connect, its affiliates nor any of their respective licensors shall be liable to the District or any third party should it exercise such rights. From time to time, School Connect may make available updates or upgrades to the Licensed Application via software download or other means. Such download may occur automatically without the need for any act on the District's part, or it may require the District to manually download an update or upgrade through the same source from which the Licensed Application was originally downloaded. Certain functions of the Licensed Application may be modified or discontinued as a result of any such update or upgrade, or may not be available if the District has not downloaded all updates and upgrades made available by School Connect or otherwise.

17. Changes to the Agreement. School Connect may make changes to this Agreement, at any time and from time to time, with notice to the District of the specific changes and their effective date. The District will be allowed 30 days to terminate its use of School Connect if changes to the Agreement are unacceptable. Following expiration of the 30 day termination period, by using the Licensed Application and/or any Services after such changes are made to the Agreement and notification is provided to the District, the District signifies that it agrees to be bound by and comply with such changes, and School Connect shall treat the District's use as acceptance of the changed provisions.

18. Termination. This Agreement is effective until terminated by the District or School Connect. Either party can terminate at any time, for any reason or no reason. The District's rights under the license granted herein shall terminate automatically without notice from School Connect if the District fails to comply with any terms or conditions of this Agreement. Upon termination of this Agreement, the District shall cease all use of the Licensed Application, and destroy all copies, full or partial, thereof.

19. Governing Law and Interpretation. To the extent not prohibited by law, the District agrees (a) that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Florida, applicable to contracts wholly made and to be performed within the State of Florida, (b) to irrevocably submit to the sole and exclusive jurisdiction of the courts of the State of Florida and the Federal courts of the state of Florida, and (c) to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that Florida is an inconvenient forum. No failure or delay by School Connect, its affiliates or licensors to exercise any right or enforce any obligation shall impair or be construed as a waiver or ongoing waiver of that or any or other right or power. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired and remain in full force and effect. The District may not assign the District's rights under this Agreement without School Connect's prior written permission and any attempt by the District to do so shall be void. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.

20. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. See Notice and Procedure for Making Claims of Copyright Infringement.

21. Contact Information. The District may contact School Connect at:

School Connect
1130 Rambling Oaks Drive, #220
Norman, OK 73072-4222
www.schoolconnectservices.com

22. If not otherwise provided to School Connect, the District authorizes School Connect to grant the following District representative "Administrator rights" to the District's School Connect Licensed Application (and related database):

District Administrator Name: Mina Ajrab
District Administrator E-mail: mina.ajrab@sarasotacountyschools.net
District Administrator Phone: 941-927-9000, ext. 31224

23. If not otherwise provided to School Connect, the District authorizes School Connect to work with the following District representative to develop the District's marketing and launch plan for the Licensed Application:

District Marketing Name: Mina Ajrab
District Marketing E-mail: mina.ajrab@sarasotacountyschools.net
District Marketing Phone: 941-927-9000, ext. 31224

Agreed to and accepted this ___ day of _____, 20__.

District Superintendent

Lori White

Print Name:

School Board Chair

Jane Goodwin

Print Name

Address: 1960 Landings Boulevard
Sarasota, FL 34231
Sarasota County

District Phone Number: 941-927-9000

Number of District Students: 41,130

© 2012 School Connect. All rights reserved.

DATE OF LAST MODIFICATION

May 14, 2013

Approved for Legal Content,
May 14, 2013 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ____ASH_