Software License Agreement

This license Agreement is by and between SPECIALIZED DATA SYSTEMS, INC., an Illinois Corporation and

<u>Chavez/Huerta K-12 Preparatory Academy</u>

(Licensee/Customer) and describes the terms and applications.

Description	Costs
Finance Web Edition	**$12,500.00**

1. AGREEMENT SCOPE

The amounts to be received from you under this contract cover only the programs for the listed System(s). Any programming not listed in this contract and any addendum, or any changes to installed and operational programs at any time, are subjected to additional charge according to the then currently applicable rates and subject to availability of the required personnel. Implementation and installation assistance are not covered by this Agreement.

2. LIMITED LICENSE

Under this Agreement, Customer is granted a license to use the Licensed Software Products indicated above for a period of ninety-nine (99) years; this license is granted for use by the Customer in a graphical user environment and is not to be duplicated for use/or used by others without the express permission of SPECIALIZED DATA SYSTEMS, INC..

3. PROPRIETARY RIGHTS

Customer recognizes that SPECIALIZED DATA SYSTEMS, INC., an Illinois Corporation, hereinafter referred to as 'Licensor' has developed and is the owner of the Licensed Software products licensed under this Agreement; and furthermore, that Licensor retains ownership of all rights, title, and interest to its Licensed Software Products, including, but not limited to, program modifications, improvements and additions made on behalf of Customer by Licensor.

In recognition of Licensor's property rights in program material delivered, the Customer agrees to place on each copy or reproduction of such program material for use on the system the identical notice contained on the program material furnished by Licensor.

4. Licensor believes the programming being furnished hereunder is accurate and reliable. However, amounts to be paid to Licensor under this contract and any addendum do not include any assumption of risk and accordingly Licensor cannot accept any financial or other responsibility for any consequences arising out of the use of said programming.

EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall SPECIALIZED DATA SYSTEMS, INC., Inc. be liable for any consequential, incidental, indirect or special damages of any kind upon the breach of any obligation contained in or arising out of this Agreement.

5. PAYMENT TERMS

The Customer promises to pay the License Fee for each System prior to delivery of the System(s) programs by Licensor. If Licensee is not satisfied after 30 days from receipt of software, Licensee may return all software and documentation for a full refund.

6. ACCESS TO UPDATED VERSIONS

For a period of ninety (90) days following the date of this Agreement, Customer will be entitled to all modifications and/or enhancements to the standard, unmodified Licensed Software Products. Customer will not be billed for the costs of these changes and/or enhancements but will be billed, and agrees to pay for SPECIALIZED DATA SYSTEMS, INC., Inc. time and expenses incurred in copying and delivering the updated Licensed Software Products; after this ninety (90) day period, Customer may obtain updated versions of the Licensed Software Products (including those for new and different computers) by paying the difference between the then prevailing License Fees and the license Fees set forth in this Agreement.

This modification of the Licensed Software Products may take the form of (1) modified documentation, (2) modified code (3) a procedure to bypass the defected area of the Licensed Software Products, or (4) a change in functional definition of the Licensed Software Products.

7. Customer recognizes that LICENSOR believes the Licensed Software Products have substantial monetary value and LICENSOR considers them TRADE SECRETS, PROPRIETARY and/or CONFIDENTIAL; and LICENSOR is desirous of maintaining rigorous control over these Licensed Software product; Customer, therefore agrees that it will exercise due care to prevent disclosure of the Licensed Software Products including:

    a. Customer shall insure that any identification labels or legal notices contained in any aspect of the Licensed Software products are not modified, suppressed or in any other way made inconspicuous;

    b. Customer shall restrict access to the Licensed Software products to only those employees of the Customer who must have such access in order to perform their specific obligations pursuant to the Customer's business; Customer shall take all necessary and proper precautions to insure that unnecessary and unauthorized access to the Licensed Software products by it employees does not occur;

    c. Customer agrees that it will take all reasonable precautions to insure that noncustomer personnel, including nonemployee agents of Customer, do not obtain access to knowledge of the Confidential Information without first obtaining the express written consent of Licensor; Licensor agrees that it will not unreasonably withhold such consent;

    d. Customer shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRETS, PROPRIETARY and/or CONFIDENTIAL and belonging solely to LICENSOR and shall not, without the prior written permission of SPECIALIZED DATA SYSTEMS, INC., Inc., copy or duplicate any physical embodiments of the Licensed Software Products;

    e. Customer agrees to notify Licensor immediately of any unauthorized possession, use or knowledge of any Licensed Software Products; Customer shall prevent any recurrence thereof, and cooperate with LICENSOR in any litigation or other proceedings deemed necessary by LICENSOR to protect LICENSOR'S rights.

8. INVALIDITY OF PARTICULAR PROVISIONS

If any terms or provisions of this software license agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this software license agreement, or the application of such terms or provisions to persons or circumstances other than those as to which is held invalid or unenforceable shall not be affected thereby and each term and provision of this software license agreement shall be valid and be enforced to the fullest extent permitted by the law.

9. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Illinois.

10. Binding

This Agreement shall be binding on the administrators, successors and assigns of the parties.

11. GENERAL

No amendments, modifications, or supplements to this Agreement shall be binding unless they are in writing and signed by both parties hereto; this Agreement includes all such future amendments, modifications or supplements to this Agreement made in accordance with the provisions herein which are in writing and signed by both parties.

SPECIALIZED DATA SYSTEMS, INC., Inc. is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control;

No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, or in the area of nonpayment more than one (1) year from the date of the last payment;

12. TOTAL UNDERSTANDING

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, LICENSEE AGREES THAT THIS AGREEMENT SET FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ALL OTHER REPRESENTATIONS, ORAL OR WRITTEN.
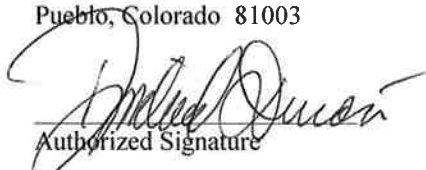
BY:

    Specialized Data Systems, Inc.
    2215 York Road, Suite 208
    Oak Brook, Illinois 60523

_____
    John H. Litz
    Vice President

_____
    Date

BY:
Licensee/Customer
Chavez/Huerta K-12 Preparatory Academy
2727 West 18th Street
Pueblo, Colorado 81003

_____
Authorized Signature

_____
Title

_____
Date   11/20/17