

## HOSTED SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of 8/14/2014 ("Effective Date") by and between iSchool Source, LLC. (iSchool Source), a Limited Liability Company with offices at 14830 Canaan Drive, Fort Myers Florida 33908 ("LICENSOR") and Bishop Verot High School, Inc. with primary offices at 5598 Sunrise Drive, Fort Myers Florida 33919 ("LICENSEE").

WHEREAS, Licensee wishes to license hosted software for the purposes of maintaining a web and mobile application and iSchool Source desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

### 1. DEFINITIONS

- 1.1. Software. Software includes, but is not limited to, any combination of computer generated code, graphics, and images used to produce a function inside of a web or mobile application.
- 1.2. Intellectual Property. As used herein, the term "Intellectual Property" shall mean all intellectual property and related rights subsisting in, incorporated in, integrated in, and related to the Work, whether in written, graphic, machine readable, or other form, and specifically including, but not limited to all Confidential Information, trade secrets (as defined in Section 688.002(4), Fla. Stat.), trademarks, service marks, patents, copyrights, and any other form of intellectual property that now exists or may come to exist in the future, registered and unregistered, foreign and domestic, including all goodwill associated therewith and symbolized thereby, further including any and all past, present, or future rights related to all income royalties, damages, payments, infringements, or misappropriations, any and all foreign and domestic applications, priority rights, divisions, renewals, continuations, continuation applications, and continuations in part, reexaminations, and reissues thereof, and further including any and all causes of action and rights to sue now existing or hereafter arising under any state, federal, or foreign laws, rules, regulations, or treaties, and any other type of intellectual property benefit, right, or ownership interest related to or arising from any of the foregoing now existing or that may come to exist in the future in the United States or countries foreign thereto (collectively, the "Intellectual Property").
- 1.3. Representatives. As used herein, a "Representative" of a party includes any officer, director, manager, member, managing member, employee, advisor, attorney, accountant, or agent of such party or associate or affiliates of such party.

### 2. GRANT OF LICENSE

- 2.1. Subject to the terms and conditions of the Agreement, ISCHOOL SOURCE grants to

Licensee a non-exclusive, non-transferable license to use the software identified in Exhibit A (the "Licensed Hosted Software") for the purpose of maintaining the presence of a public web and mobile application. Licensee may use the Licensed Hosted Software in executable format for its own use, and may translate or modify the licensed Hosted Software or incorporate them into other software, with written permission from ISCHOOL SOURCE. Licensee may not, however, transfer or sublicense the Licensed Hosted Software to any third party, in whole or in part, in any form, whether modified or unmodified.

2.2. iSchool Source is not responsible for the generation of any content or information required by Licensee in order to enhance the Licensed Hosted Software, to the extent that the Licensee is allowed to enhance the License Hosted Software.

### **3. CONSIDERATION TO ISCHOOL SOURCE**

3.1. Licensee shall pay, upon delivery of the Licensed Hosted Software, the license fees set forth in Exhibit A attached hereto.

3.2. Unless otherwise indicated, all terms will be net 15 days.

3.3. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full on the next billing cycle.

### **4. OWNERSHIP**

The original Licensed Hosted Software including translations, compilations, partial copies, modifications, and updates, are the property of ISCHOOL SOURCE.

### **5. PROPRIETARY RIGHTS**

Licensee recognizes that ISCHOOL SOURCE regards the Licensed Hosted Software as its Intellectual Property with great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Hosted Software, or any portion thereof, to any person other than employees of Licensee without the prior written consent of ISCHOOL SOURCE. Licensee further agrees to treat the Licensed Hosted Software with at least the same degree of care with which Licensee treats its own Intellectual Property and in no event with less care than is reasonably required to protect the Intellectual Property of the Licensed Hosted Software.

### **6. LENGTH OF CONTRACT**

The license granted hereunder shall continue for a period of no less than 36 months and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

## **7. TERMINATION**

ISCHOOL SOURCE may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within thirty (30) days after written notice thereof from ISCHOOL SOURCE.

Licensee may cancel this agreement after the completion of the 12 month with a 60 day written notice to ISCHOOL SOURCE.

## **8. MAINTENANCE SUPPORT**

Licensor will provide to Licensee the following support with respect to the Software:

- 8.1. If during the contract period of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.
- 8.2. In the case that Licensee has technical questions in the use of the Software during the contract period of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide consulting to answer such questions without charge to Licensee up to a maximum of eight (8) hours per 12 months period.
- 8.3. If Licensee desires to continue the Software support specified in this section, Licensee shall pay to Licensor the maintenance fee(s) set forth in Exhibit A.

## **9. DELIVERY OF LICENSED HOSTED SOFTWARE**

ISCHOOL SOURCE shall use its best efforts to deliver the Licensed Hosted Software promptly after receipt of the purchase order and export license (if required).

## **10. WARRANTY DISCLAIMER**

ISchool Source hereby represents and warrants that the Software will include and incorporate all features and functionalities set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Specifications"). ISchool Source warrants that, for a period of six (6) months (the Warranty Period), the Software will operate and execute and perform all such features and functionalities in substantial conformance with the Specifications. During the Warranty Period, if the Software does not execute and perform all features and functionalities in substantial

conformance with the Specifications, then ISchool Source, at its sole cost and expense and at no cost or expense to the Company, shall repair the Software such that it operates, executes, and performs all such features and functionalities in substantial conformance with the Specifications.

## **11. PATENT AND COPYRIGHT INDEMNITY**

- 11.1. The Licensee hereby acknowledges, agrees, covenants, and shall indemnify, defend, and hold ISCHOOL SOURCE harmless from, against, and with respect to any and all actions, claims, suits, demands, losses, costs, expenses, obligations, liabilities, deaths, personal injuries, damages (including treble, punitive, incidental, and consequential damages), recoveries, and deficiencies, including, without limitation, interest, penalties, and all other costs of defense (including reasonable attorneys' fees and paralegal fees through all appellate, bankruptcy, and post-judgment collection actions) of any nature whatsoever caused by, arising from, or relating to the Work, the Intellectual Property, and this Agreement, and specifically including, but not limited to, any representations and warranties contained herein.
- 11.2. ISCHOOL SOURCE will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Hosted Software used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. ISCHOOL SOURCE will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided ISCHOOL SOURCE is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority.
- 11.3. In the event that a Licensed Hosted Software becomes, or in ISCHOOL SOURCE's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, ISCHOOL SOURCE may at its option either secure Licensee's right to continue using the Licensed Hosted Software, replace or modify the Licensed Hosted Software to make them not infringing, or provide Licensee with a refund of the license fee less depreciation on a 5 (five) year, straight-line basis. ISCHOOL SOURCE shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Hosted Software in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Hosted Software.

## **12. LIMITATION OF LIABILITY**

ISCHOOL SOURCE'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO ISCHOOL SOURCE. IN NO EVENT SHALL ISCHOOL SOURCE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

## **13. NOTICES**

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

## **14. SUCCESSORS**

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

## **15. SEVERABILITY**

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

## **16. GOVERNING LAW/FORUM**

This Agreement shall be governed and interpreted by the laws of the State of Florida. Lee County, Florida shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

## **17. NON-ASSIGNMENT**

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of ISCHOOL SOURCE.

## **18. EXPORT REGULATIONS**

Licensee understands that ISCHOOL SOURCE is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or

diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Licensed Hosted Software and all other applicable export regulations. Licensee agrees to indemnify and hold ISCHOOL SOURCE harmless from any loss, damages, liability or expenses incurred by ISCHOOL SOURCE as a result of Licensee's failure to comply with any export regulations or restrictions.


## **19. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or ISCHOOL SOURCE's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

SIGNATURE PAGE

LICENSOR:  
iSchool Source, LLC.

Signature: 

Name: Michael Knox

Title: Managing Member

Date: 8/14/2014

LICENSEE:  
Bishop Verot High School

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT A

### Licensed Hosted Software:

### **iSchool Source**

iSchool Source is an integrated web and mobile application program with administrative control for end users. The Software will be responsible for the public facing website, and custom native iOS application available on iTunes, and an Android application available on Google Play.

iShool Source is an advanced communication tool for schools wishing to increase their communication between administration, staff, parents, students, and alumni.

### **SPECIFIC APPLICATION FEATURES**

The main purpose of this application will be to increase communication between administration and parents, alumni, and the community. Currently, Bishop Verot's website has broken links, outdated contact information, and un-engaging content, leaving many parents and alumni unconnected and uninformed.

The new application will focus on social media as a tool for sharing news and events. Updated email templates will breathe fresh life into stale newsletters, and push notifications will allow instant communication of important school announcements and event reminders.

The online community will be simpler, giving alumni a choice of how they want to consume their Bishop Verot news. Those wishing to read traditional blog style posts will have the ability to do so, while others can choose to receive email or push notifications when an article dealing with their favorite Verot topic is uploaded.

With the vast majority of users consuming information on mobile devices and tablets, native applications are perhaps the most important piece in digital communication. Administration will have the ability to push notifications about lightning, locks downs, school plays, fundraisers and many other important topics that currently aren't being delivered at all.

In conjunction with RUA Sports, the new application will incorporate My Mobile Scoreboard technology. Scores, highlights, and updates can be broadcast to the entire Bishop Verot community, allowing alumni all over the country to follow in real time as Coach Shields leads the Vikings on a Friday night this fall.

In addition to the increased communication and community, Bishop Verot will be able generate revenues through strategic advertising. Magazines and billboards have limited shelf lives and only engage users for a short period of time. Digital advertising reaches users whenever they consume information. What would alumni Matt Creach pay to push an advertisement out to everyone's phone Friday night as the game is ending? "Come to Fancy's for 50%. Mention this add, wear your Black and Gold, or show your ticket."



**PROJECT STAGES:**

**August: User Stories**

**September: Wire Framing and Blue Prints**

**October: Coding and Production**

**November: Launch and maintenance**

Contract Length: 36 months  
Hosting begins October 1<sup>st</sup>, 2014

Contract Rate: \$1,333.33/month  
10/1/14 – 12/31/15

\$1,466.66/month  
1/1/16 – 9/31/17

Additional terms:

If Licensee wishes to use the Licensed Hosted Software to generate revenue through any means, iSchool Source will charge a 5% processing fee in addition to any 3<sup>rd</sup> party fees which will be the responsibility of the Licensee.