



LICENSE AGREEMENT

Institutional Software and Internet Access Subscription

Authorized SWIS™ Facilitator:

Name: _____

Training Agreement No. _____

Dated: _____

Note: This Agreement must indicate the name of the Authorized Facilitator above for the school or institutional Licensee named in the application, which follows.

The State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of the University of Oregon [hereinafter referred to as Licensor] and _____, having an address at _____ [hereinafter referred to as Licensee] agree as follows:

1. License

This License Agreement grants Licensee and its Authorized Users (hereinafter defined) located at the Authorized Site (hereinafter defined), a non-exclusive, non-transferable, license to use the School Wide Information System (SWIS™) Software and Internet Access System (hereinafter Licensed Software) as further described in Attachment A, according to the terms and conditions set forth in this Agreement.

2. Authorized Users, Authorized Site, and Access Control

(i) Authorized Users are those individuals officially affiliated with the Licensee for example, those serving in the capacity of faculty and teaching staff, administrative staff, counselors and consultants under contract with the Licensee, that are located at an Authorized Site.

(ii) An Authorized Site is one contiguous school office complex or building comprising the Licensee's administrative offices. Extensions or related offices located in separate locations are considered separate Authorized Sites unless otherwise agreed to in writing by the Licensor. Authorized Sites are limited to one corporate school entity per building or campus.

(iii) Access within the Authorized Site is restricted to Authorized Users. Only those Authorized Users names submitted by the Licensee and listed on the attached School Information form have access to the material; any violation or unauthorized use may be cause for termination of the License Agreement. Licensee is responsible for providing reasonable security to ensure that only Authorized Users have access to SWIS™ Software.

3. License Definition, Duration and Payment

A License to the Licensed Software provides the Licensee and Authorized Users access via the Internet to the software and database of the system, which resides in servers located at the Licensor.

The term of this Agreement shall be from the date of the last signature of this Agreement (Effective Date) to the following August 31 (Access Period). The Licensee agrees to pay Licensor the appropriate License Fee specified in Attachment A and as requested by invoice. Upon receipt of a completed, signed License Agreement and payment of License fee, SWIS™ access will be activated.

Licensee agrees to pay Licensor the appropriate License fee specified on supplemental invoices received if the Licensee adds Authorized Sites.

4. License Renewal

This Agreement shall have an initial term as defined in the License Agreement Summary and Contract. This Agreement shall automatically renew for one year upon completion of a term unless either party gives the other notice of termination, renegotiation, or revision of terms and fees at least two months prior to the expiration of the then-current term.

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7. Warranty and Indemnification

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(ii) In the event that a claim of infringement by a third party causes Licensee's quiet enjoyment and use of the Licensed Software furnished hereunder to be endangered or disrupted, Licensor, at no additional cost to the Licensee and at the Licensor's sole discretion, shall: (a) replace the affected software with a compatible, functionally equivalent and non-infringing product; (b) modify the software to avoid the infringement while maintaining functional equivalency; (c) obtain a license to continue use of the affected software for the term of this Agreement and pay any additional fee required for such a license; or (d) if none of the foregoing alternatives are practical even after Licensor's best efforts, reimburse Licensee the license fee. If Licensee has paid the Licensor one or more up-grade fees pursuant to this license, those fees shall also be rebated.

(iii) Licensor warrants that the Licensed Software will perform substantially as represented by Licensor in its advertising claims, promotional materials, etc. and will conform to all applicable written specifications issued by Licensor. Licensee's remedies for breach of this warranty shall be limited to the correction or replacement as soon as practicable, of any defective item(s) at Licensor's expense, or at Licensee's option the return of Licensed Software and the refund by Licensor of any fees paid by Licensee less a 10% administrative fee. This warranty period will be effective for forty-five (45) days following Licensee's receipt of the Licensed Software covered by this Agreement. Unless otherwise specified this warranty shall not apply if: (a) Licensee does not use Licensed Software in accordance with Licensor's written instructions; (b) Licensee alters, modifies or converts Licensed Software without the written approval of Licensor; (c) Licensed Software's failure to perform is the result of Licensee's equipment malfunction or other direct cause beyond the reasonable control of Licensor. Except as otherwise set forth in this Agreement, this warranty is in lieu of all warranties expressed or implied including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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by Licensor, the Licensee shall receive a pro-rated refund of the unused License fee. In the case of termination by Licensee, such License fees shall be non-refundable.

9. General

This Agreement is the entire statement of the license terms for the Licensed Software and may not be modified without the express written consent of both parties.

ATTACHMENT A
School Wide Information System, SWIS™

