CTESTAR SOFTWARE LICENSE AGREEMENT

AGREEMENT made this ___ day of _____, 200___, by and between **ENTHUSIASTIC SOFTWARE**, a sole proprietorship, having its principal offices at 185 E. Main Street, Suite 300, Benton Harbor, Michigan 49022 ("LICENSOR") and _____ (School District or Consortium), having its principal offices at _____, ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR has developed certain software known as CTESTAR (Career Technical Education Student Task Achievement Record) to generate student certificates and task achievement reports for students enrolled in various Career Technical Education courses ("SOFTWARE"), and LICENSOR is the owner of all right, title and interest in the Software, including, but not limited to, copyright; and

WHEREAS, LICENSEE is an End User, being either a single School District or Consortium with constituent school districts exhaustively enumerated in paragraph 1.0 below, and limited to those portions of such school districts situate in the County(ies) exhaustively enumerated in paragraph 1.0 below; and

WHEREAS, LICENSEE desires to license the Software from LICENSOR, and LICENSOR desires to license the Software to LICENSEE on the terms and conditions hereinafter set forth;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1.0 **Licensee and Effective Date**.

1.1 The authorized Licensee is:

NAME: _____

_____

(School District or Consortium)

Constitutent Districts	No. of Programs

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Total Number of Programs	

COUNTY(IES): _____

_____

(School District County(ies))

1.2 The effective date of this Agreement is the date on which the last party to execute this Agreement executes this Agreement.

2.0 **License, Installation and Setup Fee**.

LICENSEE agrees to pay LICENSOR a license fee for use by licensed users within the territory. The fee for such license shall be the amount calculable in accordance with the pricing structure below. The license fee shall be due and paid in full upon execution of this License Agreement. LICENSEE shall be deemed to have accepted the Software as fully functional upon the expiration of thirty (30) days after delivery to LICENSEE by LICENSOR and LICENSEE not returning to LICENSOR all items delivered with a full written explanation of the software defects experienced by LICENSEE. LICENSEE warrants the accuracy of the number of programs and CEPD (Career Education Planning District) inclusion represented and set forth in paragraph 1.1 above. Based upon those representations, the minimum license fee is $_____, based upon the accuracy of a program count of no less than ____ programs.

Pricing Structure. Licensing shall be on either a building or CEPD (Career Education Planning District) basis, whichever is most advantageous to LICENSEE. As specified below, the number of programs for a CEPD counts programs in separate buildings as additional programs. CEPD's shall be as defined by the State of Michigan. The number of programs shall be no less than the number most recently maintained of record by the State of Michigan prior to execution of this License Agreement.

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Number of Programs	Building/CEPD License	Additional Rebate (*when 20+ MASSP members purchase)*	Maintenance Agreement *(begins after first year)*
1 - 25	$3,500	$10 - $250	$500
26 – 50	$6,000	$260 - $500	$1,000
51 – 75	$9,000	$510 - $750	$1,500
76 – 100	$12,000	$760 - $1,000	$2,000
101 – 125	$15,000	$1,010 - $1,250	$2,500
126 – 150	$18,000	$1,260 - $1,500	$3,000
151 – 175	$21,000	$1,510 - $1,750	$3,500
176 – 200	$24,000	$1,760 - $2,000	$4,000
201 – 225	$27,000	$2,010 - $2,250	$4,500
226 – 250	$30,000	$2,260 - $2,500	$5,000

Programs - The Programs column identifies the number of programs in the building or CEPD. For a CEPD, this is the number of programs in all buildings. Please note thata program taught in two different buildings counts as two different programs. The number of programs shall be no less than the number most recently maintained of record by the State of Michigan prior to execution of this License Agreement.

Maintenance - The Maintenance column specifies the Maintenance Fee due on all subsequent years beyond the first.

MASSP Rebate - For Licensees purchasing as members of the MASSP, Licensor shall provide a one-time rebate back to each LICENSEE in the amount of $10 per program contained within each license, in the event 20 or more MASSP member Licensee commit to purchase licenses by May 1, 2008 and pay in full by June 1, 2008.

3.0 **Licensing Territory.**

As used herein, the term "Licensing Territory" shall mean the geographical boundaries of the present licensed school district and, if a consortium, the present constituent school districts identified in paragraph 1.0 above and limited to the county(ies) identified in paragraph 1.0 above.

4.0 **Term and Termination**.

4.1 The license terms shall be perpetual unless terminated pursuant to this Agreement.

4.2 Notwithstanding the foregoing term, LICENSOR may terminate this Agreement as of the thirtieth (30th) day after written notice of default to LICENSEE, if the default is not cured by that date. Regardless of the basis for termination, the License Fee shall be nonrefundable in its entirety.

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4.3 Neither party to this Agreement shall be liable by reason of termination of this Agreement to the other for compensation, reimbursement, or damages on account of any loss or on account of expenditures, investments, leases, or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary.

5.0 **Delivery, Training and Review Schedule**.

The following items, and no others, shall be deliverable by LICENSOR as part of the license:

One (1) Distribution CD of CTESTAR for each School District identified in paragraph 1.0; and

Documentation on each of the above CD's in .pdf file format.

LICENSEE understands that the obligation to order, purchase, and install the necessary equipment for use of the software is that of the LICENSEE and its third party suppliers. LICENSEE represents and warrants that it has either received, reviewed and operated or been provided the opportunity to receive, review and operate a Demonstration Version of CTESTAR; installed and tested or been provided the opportunity to install or test the Demonstration Version of CTESTAR on its equipment; and is fully satisfied that the Demonstration Version of CTESTAR is capable of functioning and operating to LICENSEE'S full satisfaction. LICENSOR is not engaged in providing or repairing equipment, and has no responsibility to LICENSEE for any of it.

6.0 **Taxes and Government Licenses**.

LICENSEE agrees to pay, upon demand, any and all sales, use, or other similar tax which may be assessed on LICENSOR by any governmental agency on any aspect of the transaction contemplated hereby. LICENSEE shall be solely responsible for procuring and maintaining any license or rights required to utilize the database information which the Software intended to process.

7.0 **Indemnity.**

LICENSEE and its constituent user districts agree that they, jointly and severally, if more than one entity, shall indemnify and hold LICENSOR harmless from any and all liability and claims against LICENSOR by anyone which arise out of or in connection with the use of the database in the operation of LICENSEE'S business.

8.0 **Detailed Licensing Terms Applicable to Software, Documentation, and Database.**

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LICENSOR'S grant to LICENSEE of the right to use and possess a copy of the licensed materials described in this License shall be subject to the following additional terms and conditions:

A. **Definitions of Terms Used.**

1. "LICENSOR" means Enthusiastic Software, having its principal place of business at 185 E. Main Street, Suite 300, Benton Harbor, Michigan 49022, the author and owner of the copyright on the Licensed Software.

2. "LICENSEE" means either the school district or the consortium and its present constituent districts identified in paragraph 1.0 and situate in the county(ies) identified in paragraph 1.0. Only those persons in LICENSEE'S organizations having a need to use the Software in the normal course of their employment are authorized to use the Software in the operation of the business of LICENSEE in the Licensing Territory and under the terms of this Agreement.

3. "LICENSED TERRITORY" is the specific limited geographical area being the jurisdictional boundaries of either the school district or the consortium and its present constituent districts identified in paragraph 1.0 and situate in the county(ies) identified in paragraph 1.0. LICENSEE is only licensed to use this Software to render services in that territory. Use of the Software or the rendering of services using the Software in any other territory is prohibited and is a violation of this Agreement.

4. "SOFTWARE" is the set of copyrighted, object code computer programs only licensed hereunder, and to be provided by LICENSOR. The Software is an unpublished work, copyrighted by LICENSOR under the United States copyright laws.

5. "DOCUMENTATION" means any Software manual and any written or printed technical material provided by LICENSOR with the Software to explain the operation of the Software and aid in its use.

6. "LICENSE" means this License Agreement and the rights and obligations which it creates under the United States copyright laws and other applicable state or federal law.

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4. LICENSEE agrees that all agreements between LICENSEE and its constituent school districts, by which portions of the Software and Documentation are used by such constituent school districts shall be in writing and shall be in such form and substance as LICENSOR shall reasonably approve. LICENSEE may use a form agreement, previously approved by LICENSOR, but shall nonetheless provide LICENSOR with true copies of all such licenses signed without further request of LICENSOR. However, without limitation of the foregoing, LICENSEE shall cause each such agreement to contain the following provision:

> Notwithstanding anything herein to the contrary, in the event of the termination of this CTESTAR Computer Software License Agreement between LICENSOR and LICENSEE, at the election of LICENSEE, all rights of LICENSEE under this Agreement shall be assigned and transferred to LICENSOR. LICENSOR shall not be liable to any constituent school district for any liability or obligation whatsoever, including

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4. This License sets forth the entire understanding and agreement between LICENSOR and LICENSEE as to the subject matter hereof and merger of all prior discussions, proposals, agreements, communications, and representations between them, whether written or oral. None of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to any of the terms or conditions hereof other than as expressly provided in this License. This License may only be modified by a written agreement made subsequent to the date of this License and signed by an officer of LICENSOR and LICENSEE.

5. If any provisions of this License agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

6. Headings included in this Agreement are for convenience only and are not to be used to interpret the agreement between the parties.

7. This License shall be deemed effective from the date LICENSEE receives the Software and Documentation, and shall be valid only so long as LICENSEE uses or possesses the Software and Documentation, unless cancelled by LICENSOR for a violation of its terms.

8. Recognizing the unusual nature of software and trade secrets, LICENSEE acknowledges LICENSOR'S right to immediate injunctive relief in case of any breach of this Agreement by LICENSEE, in addition to any other remedy in damages.

9. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

LICENSOR	LICENSEE
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BY_____	BY_____ (Signature)
GREGG CHANDLER.....	..... (Printed Name)
Its Sole proprietor _____	Its _____ (Title)
Dated: _____, 200___	Dated: _____, 200___

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