END USER AGREEMENT and ACKNOWLEDGMENT

Complete and return this Agreement.

WHEREAS the _____
(the "Consortium Entity") is the licensee of ENTHUSIASTIC SOFTWARE, a sole proprietorship, as to certain software known as CTESTAR (the "Software"), under a certain license agreement dated _____, 200__, ("the License Agreement") as a Consortium Entity with constituent school districts as enumerated and set forth in the License Agreement identified immediately above;

WHEREAS the undersigned school district of the Consortium Entity desires to utilize said software as a constituent end user as permitted by the Consortium Entity and as permitted under the above the License Agreement;

NOW THEREFORE, it is agreed as follows:

1. The undersigned end user has been provided a copy of the License Agreement, by and between ENTHUSIASTIC SOFTWARE, a sole proprietorship, having principal offices at 185 E. Main Street, Suite 300, Benton Harbor, Michigan 49022 and the Consortium Entity.
2. The undersigned constituent end user acknowledges and agrees that it has no contractual or other relationship with Enthusiastic Software regarding the Software and as a condition of being allowed to use the Software agrees to release Enthusiastic Software from any and all liability and claims which arise out of or in connection with the use of the Software and the database contained therein in the operation of constituent end user's business.
3. The undersigned constituent end user agrees not to use or allow use of the Software outside the "LICENSED TERRITORY" defined in the License Agreement.
4. The undersigned constituent end user acknowledges that the Software is an unpublished work, copyrighted by Enthusiastic Software under the United States copyright laws.
5. The undersigned constituent end user agrees the program structure, logic, data structures, design, processes, procedures, formulae, and algorithms contained in the ordered set of instructions, which constitute the Software, are an Enthusiastic Software Trade Secret. The undersigned constituent end user agrees to take all reasonable steps to protect the Software and Documentation from theft or from use by others including employees and agents; not to disclose or use any Trade Secrets which are provided; not to seek to discover or to disclose any such Trade Secrets by disassembling, decompiling, or otherwise reverse engineering the Software.
6. Notwithstanding anything herein to the contrary, in the event of the termination of that the License Agreement, between ENTHUSIASTIC SOFTWARE and the Consortium Entity, at the election of ENTHUSIASTIC SOFTWARE all rights of the Consortium Entity under this Agreement shall be assigned and transferred to ENTHUSIASTIC SOFTWARE. ENTHUSIASTIC SOFTWARE shall not be liable to any constituent school district, including the undersigned constituent end user, for any liability or obligation whatsoever, including without limitation any functioning or malfunctioning of the Software or databases licensed by ENTHUSIASTIC SOFTWARE to the Consortium Entity.

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7. The undersigned constituent end user agrees to return the original and all existing copies of the Software and Documentation to ENTHUSIASTIC SOFTWARE within five (5) days after the termination date set forth in the written notice of termination of the License Agreement.

8. The undersigned constituent end user agrees that the Software will only be displayed or read into or used on computers required to render services within the Licensing Territory.

9. The undersigned constituent end user acknowledges and agrees that it is not to rent, lease, transfer, network, reproduce, display, or distribute the Software. The undersigned constituent end user acknowledges that unauthorized reproduction of copies of the Software may constitute a serious crime; such actions may also result in a suit for damages, injunctive relief, and attorney fees.

10. The undersigned constituent acknowledges that it is prohibited from making any modifications to the Software and Documentation and from creating any derivative of the Software and Documentation.

11. THE UNDERSIGNED CONSTITUENT END USER ACKNOWLEDGES THAT ENTHUSIASTIC SOFTWARE HAS NO CONTROL OVER THE CONDITIONS UNDER WHICH THE UNDERSIGNED CONSTITUENT END USER UTILIZES THE SOFTWARE. THEREFORE ENTHUSIASTIC SOFTWARE DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE AND SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

12. The undersigned constituent end user hereby acknowledges that it has read and fully understands the terms of the End User Agreement, the terms and conditions of which are hereby incorporated in this card and acknowledged by this reference.

The undersigned constituent end user hereby agrees that by signing this document it becomes a party to said End User Agreement and agrees to be bound by all terms, conditions and obligations contained therein.

Constituent End User's Signature: _____ Date: _____

Constituent End User School District Name: _____

Address: _____

City: _____ State: _____

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