

**DAWNSIGNPRESS
SNISOM SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (“Agreement”) is effective as of the date last executed below (“Effective Date”) and is made by and between DawnSignPress, a California Corporation with an office location of 6130 Nancy Ridge Drive, San Diego, CA 92121 (“DawnSignPress” or “we” or “us”) and **Perris Union High School District** (“School” or “you”). Both DawnSignPress and School may be referred herein to as "Party" or "Parties" as context requires.

1. Definitions

- 1.1. “Access code” is the code a user needs to access Signing Naturally Interactive Online Student Materials, herein after referred to SNIOSM.
- 1.2. "User" means each student or other individual authorized by the School to access SNIOSM.

2. Payment, Billing, and Term of Agreement

In order to purchase and use Access codes you will agree to an initial term (“Initial Term”) set forth in **Schedule A**.

For the Initial Term, we will charge you a **non-refundable flat fee** (“**High School Access Fee Rate**”) per User set forth in **Schedule A**.

If you cancel within the first 5 days of your order (“Trial Period”), we will provide a complete refund of your order. After the Trial Period, you will not receive a refund of the Access Fee. We do not provide refunds or credits for a partial term or unused User licenses following the Trial Period.

All first-time orders must be prepaid or we must receive a purchase order form displaying your official letterhead with signed authorization. Future orders will be billed Net 30 days. All foreign (outside of U.S.) orders, except Canada, must be pre-paid. All payments must be made in U.S. dollars. If paying by check or money order, "US Funds" must be pre-printed on the payment, not hand-written.

Accounts must be current before new access codes will be distributed. Purchase orders may be faxed to 858-625-2336 or emailed to orders@dawnsign.com.

3. License Grant

Subject to the terms and conditions of this Agreement, DawnSignPress hereby grants School a limited, non-exclusive and non-transferable license to access SNIOSM.

School is subject to the DawnSignPress Conditions of Use:

<https://www.dawnsign.com/condition-of-use> and Privacy Policy:

<https://www.dawnsign.com/privacy-policy-1>, and those terms are incorporated herein by reference.

School acknowledges that DawnSignPress owns the exclusive right, title, and interest throughout the world to the SNIOSM and any portions or copies thereof, all Proprietary Rights therein, and all related technical know-how. The license granted hereby shall not constitute a sale of the SNIOSM nor the underlying software and know how.

All rights not expressly granted to School under this Agreement are expressly reserved to DawnSignPress. School shall not knowingly permit third parties to directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms, or technology of SNIOSM; (b) modify, translate, or create a derivative works based on SNIOSM; (c) install, sublicense, rent, lease, distribute, sell, resell , assign, or otherwise transfer the rights to access and use SNIOSM to any third party as a service bureau or any other means; or (d) remove any proprietary notices, trademarks, or labels contained on or within SNIOSM or any graphical representation thereof.

4. Confidentiality

Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

5. Account Access

Account. Users are required to enter an access code to access SNIOSM.

Privileges Nontransferable. The School's access privileges may not be transferred to any third parties and each User shall have its own account. School agrees not to share account information between Users.

Suspension/Termination. Upon termination, by you or us: (i) You will cease any further use of the Services and any information that was made available to you prior to the termination; and (ii) All rights granted to you under this Agreement will automatically terminate. The provisions of these Terms that by their nature must survive the termination shall so survive.

6. Contact Information for Notices

DawnSignPress

6130 Nancy Ridge Drive
San Diego, CA 92121-3223

E-mail: orders@dawnsign.com

School

E-mail: _____

IN WITNESS WHEREOF, the undersigned duly authorized officers of the respective parties have hereto affixed their signatures to this Agreement.

DawnSignPress

Signature: _____

Printed Name: _____

Title: _____

Date: _____

School

Signature: _____

Printed Name: _____

Title: _____

School Name: _____

Date: _____

Schedule A

Initial Term:

- Three (3) years

High School Access Fee Rate:

- \$17.00 / User / Year

****Please fill out the relevant fields:**

Requested No. of Users for Signing Naturally Units 1-6 Interactive Online Student Materials:

950 Users x \$17.00 x 3 Years = \$ 16,150.00

Requested No. of Users for Signing Naturally Units 7-12 Interactive Online Student Materials:

950 Users x \$17.00 x 3 Years = \$ 16,150.00

Total non-refundable flat fee = \$ 32,300.00 payable in three equal annual amounts.

Access codes will be sent annually on or before the anniversary of the Effective Date of this agreement but not before receipt of payment or purchase order.



6130 Nancy Ridge Drive
 San Diego, CA 92121-3223
 www.dawnsign.com

Voice (858) 625-0600
 VP (858) 768-0428
 Fax (858) 625-2336
 E-mail orders@dawnsign.com

Quote 810802



Quoted 7/14/2023

Expires 8/14/2023

Bill To

Perris Union HS Dist
 Business Ofc
 155 E 4th St
 Perris, CA 92570-1212

Ship To

Perris Union HS Dist
 Deaf/HH Prog
 1151 N A St
 Perris, CA 92570-1909

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms	
	Electronic Delivery	San Diego		JAT 7/14/2023	Net 30	
Product	Description	Weight	Ordered	Price	Disc	Amount
1816EDHS	SN 1-6 Student Interactive Online Material For High School	0.00	950	17.00	0.00%	\$16,150.00
1820EDHS	SN 7-12 Student Interactive Online Material High School	0.00	950	17.00	0.00%	\$16,150.00
Total Weight:		0.00				

Sub-total	\$32,300.00
Sales tax	
Total	\$32,300.00