

**SOFTWARE LICENSE AGREEMENT**

License Agreement between:

EDGE Document Solutions, LLC
5150 Decatur Blvd., Suite D
Indianapolis, IN 46241-9564
(Hereafter called EDSLLC)

and Customer:

Buckeye Local School District
3436 Edgewood Avenue
Ashtabula, OH 44004
Treasurer: Kassandra Brand

(Hereafter called Customer)

Product Name	# of Installations	License Fee	License Effective Date
Ultimate EDGE Version 2.0			
Unlimited Workstation license			
A/P - Payroll - Purchase Orders		\$825.00	1/1/2024
ACH Electronic Payments Module		\$65.00	1/1/2024

GENERAL TERMS AND CONDITIONS:

1. Effective Date, Renewal, and Termination:

The effective date of this Agreement begins on the License Effective Date indicated above. Customer acknowledges this is a perpetual license with an annual renewal fee equal to the License fee above for each Product. This Agreement may be cancelled by either party with 30 days written notice. The terms of this Agreement shall supersede any previous Agreements between EDSLLC and Customer. Modifications or amendment of this Agreement may be made only in writing signed by both of the parties. This Agreement is personal to Customer and may not be transferred or assigned by Customer without prior written consent of EDSLLC.

2. License Fee:

The License Fee(s) payable by Customer is an annual fee required for as long as the Product(s) remain in service, and will be billed once each year. License Fee(s) shall be due and payable annually within thirty days from the yearly anniversary of the effective date(s) shown above. All license fees are payable in United States Dollars. Failure to maintain the license agreement in effect and good standing will result in termination of this Agreement and loss of all use of and support for the Product(s). This fee is subject to periodic review and increases may apply.

3. Confidentiality and Limitations on Use by Customer:

EDSLLC will produce a copy of the Product(s) in machine readable form and will provide current documentation. Such materials shall be and remain the property of the Customer as long as the license agreement is in good standing. This license entitles Customer to the use of and general maintenance support for the Product(s) identified above for the term of this Agreement. Customer understands that usage of the product is limited to the number of installations shown above. This license does not include changes to the Product(s) requested to customize the delivered configuration(s) beyond its original statement of work, nor issues induced through customer negligence, omissions, errors or other cause not directly attributed to the Product(s) design, installation, and subsequent performance. Customer agrees to receive and hold in confidence and not disclose in any manner to third parties the Products and documentation delivered by EDSLLC. Customer will use the Product(s) and any such materials only internally within its own company/financial institution/school district in the pursuit of its own business interests, and will not sell, lease or otherwise transfer Product(s) or such materials to any third party or permit any third party to reproduce, copy, or see the Product(s) or such materials in any form; and will use its best efforts to insure no improper or unauthorized use is made of such Product(s) or documentation.

4. Maintenance and Future Improvements:

Maintenance includes telephone and online support for issues relating to the operation and use of the Product(s). Internet access through EDSLLC's online support portal is required to allow EDSLLC to provide Customer with online Technical service and General Maintenance. Denial of access to EDGE Product(s) software products by Customer through this online support portal will result in escalation of the Software License fee to as much as five times the normal annual charge. Software support under this agreement is available during EDSLLC regular business hours of 8:00 AM to 5:00 PM Eastern Standard Time. Service requests received after normal business hours will be answered on the next business day of the request. Optionally, support service outside of regular business hours can be purchased through a separately priced agreement. Contact your sales representative for a price quotation.

5. Software Backup:

Customer agrees to maintain a backup of the EDGE folder and related subfolders. System restoration due to lack of current backup is a billable service and is not considered part of the general maintenance covered by this Agreement.

6. Warranties of EDSLLC:

EDSLLC warrants that it has the right to license the Product(s) as provided in this Agreement, and that the Product does not infringe on any patent, copyright or other property rights of any third party. EDSLLC warrants that when used in the required environment in accordance with the instructions provided that the Product(s) will perform all functions listed in the documentation provided. EDSLLC or any associated party shall not be liable to licensee or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused, directly or indirectly, by the Product(s), its use or operation, including without limitation, consequential damages. Such limitation shall not apply to EDSLLC's obligation with respect to bringing the Product(s) into conformance with the specifications or to EDSLLC's obligation with respect to defending and settling infringement actions. No action regardless of form may be brought by either party more than one year after the cause of action has occurred, except that any action by EDSLLC for non payment of amounts owed it by Customer may be brought within the applicable period permitted by law.

Accepted for Customer

By: _____

Name: _____

Title: _____

Date: _____

Accepted for EDGE Document Solutions, LLC

By: Benjamin D. Bickham

Name: Benjamin D. Bickham

Title: Vice President, Administration

Date: 12/6/2023