



July 23, 2015

Mrs. Donna L. Zariczny  
Board President  
Warren County School District  
6820 Market Street  
Russell, PA 16345-3406

EIDEX FOCUS SUBSCRIBER LICENSE AGREEMENT

Dear Mrs. Zariczny,

Thank you for your decision to subscribe to EIDEX FOCUS. This letter agreement ("Agreement") serves to memorialize the terms of your subscription to EIDEX FOCUS.

EIDEX LLC ("EIDEX") agrees to license Warren County School District ("Warren County") to access and use EIDEX FOCUS software online for use only for the purpose and business of Warren County under the following terms:

1. Warren County's Subscriber License will last for three years from the date of your signature below.
2. Warren County agrees to pay an annual Subscriber License fee of \$8,800 for each year of the term. Each annual Subscriber License fee is due and payable as set forth herein throughout the term of this Agreement, regardless of whether you terminate your use of EIDEX FOCUS, or any Agreement associated therewith, prior to the expiration of the term of this Agreement. Your purchase of this Subscriber License from EIDEX entitles Warren County to one Authorized User Account. Your annual fee is based on Warren County's 2015 student count of 4,400 and an annual per student rate of \$2.00. Your first annual Subscriber License fee is due and payable before activation of your Authorized User Account. Subsequent annual Subscriber License fees of \$8,800 each shall be due and payable annually thereafter on the first and second anniversaries of the date of your signature below.
3. Your Subscriber License entitles you to one Authorized User Account for a named and registered user and is subject to the EIDEX AUTHORIZED USER LICENSE AGREEMENT, the terms of which are incorporated into this Agreement. Additional Authorized User Accounts are available for a fee of \$250 per user per year. Your first annual Authorized User Account fee is due and payable before activation of additional Authorized User Accounts. Subsequent annual Authorized User Account fees shall be due and payable annually thereafter on the first and second anniversaries of the date of your signature below.
4. Authorized User Accounts must be registered with EIDEX and are personal to the authorized user. They are not seat licenses. Any Authorized User Account is transferrable to a new authorized user only by registration of the new authorized user with EIDEX, the deletion, by EIDEX, of the prior authorized user's credentials to the EIDEX FOCUS software and termination of the prior user's license, and the agreement of the new authorized user to the EIDEX AUTHORIZED USER LICENSE AGREEMENT.
5. You will not permit non-authorized users to access and use the EIDEX FOCUS software.



6. This agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws or principals requiring application of substantive laws of another jurisdiction.

EIDEX agrees to provide training and support as follows:

1. One web-based training session upon initial activation of your Authorized User Account.
2. One web-based training and refresher session per year.
3. Unlimited phone and email support.

Thank you again for joining the EIDEX community of users.

Sincerely,

John Gunn

Agreed: \_\_\_\_\_  
Mrs. Donna L. Zariczny, Board President  
Warren County School District  
Date \_\_\_\_\_

Agreed: \_\_\_\_\_  
John Gunn, CEO  
Eidex LLC  
Date \_\_\_\_\_