

Progress Adviser Service Contract 2024-25

REDLANDS UNIFIED SCHOOL DISTRICT

This Progress Adviser ("PA") Contract is a legal agreement between the PA user ("customer") and PA for the PA online services, which includes an online interface and may include related software, associated media, printed materials, and online or electronic documentation ("ONLINE SERVICE"), as well as associated support services. The ONLINE SERVICE also includes any updates and supplements to the original ONLINE SERVICE provided to you by PA or its agents, partners, or distributors. Any software provided along with the ONLINE SERVICE that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the ONLINE SERVICE, you agree to be bound by this contract.

DURATION OF CONTRACT: This contract is effective starting on July 1, 2024 and will stay in full until June 30, 2025 for the price of \$35,515 and includes the Walk-thru Solution, Safety Walk Solution, Image Integration, and Premium Support for all sites. The contract is renewable on an annual basis, July 1 – June 30.

DATA CONFIDENTIALITY AND SECURITY AGREEMENT: It is acknowledged and affirmed that the staff data and confidential information being supplied by the customer to Progress Adviser will be held, protected, and maintained in the strictest of confidence and will not be distributed or disseminated to any person or entity without the express written permission of the customer. The data shall be used for the ONLINE SERVICE, as well as internal testing and verification purposes. All data will be encrypted through SSL connections and be backed up daily on the server. If any data is compromised (including, but not limited to, unauthorized release) or lost, PA will immediately notify customer in writing and attempt to recover such data. Data shall be stored for a period of 2 years following the termination or expiration of this ONLINE SERVICE contract.

END-USER LICENSE AGREEMENT (EULA)

1. **ONLINE SERVICE LICENSE:** The ONLINE SERVICE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. *The ONLINE SERVICE is licensed, not sold.*

2. **GRANT OF LICENSE.** This EULA grants you the following rights: Applications Service. You may use, access, display, run, or otherwise interact with ("RUN") the ONLINE SERVICE.

3. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.** Not for Resale. If the ONLINE SERVICE is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the ONLINE SERVICE is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the ONLINE SERVICE. Reservation of Rights. All rights not expressly granted under this EULA are reserved by PA.

4. **Limitations on Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the ONLINE SERVICE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of PA.

☒ 6. Support Services. Premium Support Services will be provided to Redlands Unified School District. With respect to technical information, you provide to PA as part of the Support Services, PA may use such information for product support and development. PA will not utilize such technical information in a form that personally identifies you.

8. Termination. Without prejudice to any other rights, PA may terminate this EULA by giving written notice to the customer and specifying the effective date of such termination without any refund if the customer fails to comply with the terms and conditions of this EULA.

UPGRADES. If any component of the ONLINE SERVICE is labeled as an upgrade, the customer must be properly licensed to use that component identified by PA as being eligible for the upgrade in order to use the ONLINE SERVICE component. An ONLINE SERVICE component labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for the customer's eligibility for the upgrade. The customer may use the resulting upgraded product only in accordance with the terms of this EULA.

COPYRIGHT. All title and copyrights in and to the ONLINE SERVICE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the ONLINE SERVICE, the accompanying printed materials, and any copies of the ONLINE SERVICE are owned by PA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the ONLINE SERVICE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the customer no rights to use such content. If this ONLINE SERVICE contains documentation which is provided only in electronic form, the customer may print one copy of such electronic documentation. The customer may not copy the printed materials accompanying the ONLINE SERVICE.

PROPERTY OF THE CUSTOMER. All reports, evaluations, and other materials produced for the customer under this contract, whether in hard copy or electronic format, and whether completed or in progress, shall become the property of the customer. PA may retain copies of such materials for its internal use and for marketing purposes, subject to the confidentiality and security provisions set forth in this contract.

EXPORT RESTRICTIONS. This ONLINE SERVICE is not exportable. The customer specifically agrees not to export this ONLINE SERVICE.

MISCELLANEOUS. If you acquired this ONLINE SERVICE in the United States, this EULA is governed by the laws of the State of California. Should you have any questions concerning this EULA, or if you desire to contact PA for any reason, please write:

Progress Adviser: Support & Sales Information
 1647 Hartnell Ave. Suite 10
 Redding, CA 96002

PROGRESS ADVISER

LIMITED WARRANTY. LIMITED WARRANTY FOR SERVICES ACQUIRED IN THE US. PA warrants that (a) the ONLINE SERVICE will perform substantially for a period of six (6) months from the date of receipt, and (b) any Support Services provided by PA, its agents or partners, will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the ONLINE SERVICE, if any, are limited to six (6) months.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall PA or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ONLINE SERVICE or the provision of or failure to provide Support Services, even if PA has been advised of the possibility of such damages. In any case, PA's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the ONLINE SERVICE or U.S. \$5.00; provided. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

Agreement Approval:

Redlands Unified School District

School District Representative

Date

Progress Adviser



Progress Adviser Representative

5/10/24

Date