Titanium Software, Inc.
P.O. Box 980788, Houston, TX 77098
www.TitaniumSchedule.com
281-443-3544 Fax: 281-310-6574

Instructions for the Titanium Software License Agreement

Name of licensee:

The large underlined spot at the top of the agreement is where you enter the name of your school/company. That name will also go in the "Licensee" field in the signature block at the end of the agreement.

Signatures:

The Titanium Software License Agreement should be signed by an authorized representative of your school/company. Usually this is someone from the purchasing department or an officer of the school/company like the VP of Student Affairs. Please note that not all employees of a school/company have the legal authority to sign this legally binding license agreement.

Returning the agreement:

The license can be returned by:

- A scanned attachment to an email sent to License@TitaniumSoftware.com
- A fax to 281-310-6574
- Regular mail to:
  Titanium Software, Inc.
  P.O. Box 980788
  Houston, TX 77098

If you have questions about this agreement, please direct them to:

Rebecca Dodds
Rebecca@TitaniumSoftware.com
281-443-3544 Ext 607

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is between **Titanium Software, Inc.** ("TITANIUM") and _____ ("LICENSEE"), to license the software product **Titanium Schedule** (the "SOFTWARE"). This Agreement shall be effective on the last date signed below.

TERMS AND CONDITIONS

1) **GRANT OF LICENSE**. TITANIUM grants to LICENSEE:

   a) A non-exclusive, non-transferable right to install and use the SOFTWARE. The number of users, departments, sites, and features covered by this license is dependent on the licensing fees paid as documented in the invoice(s) TITANIUM provides LICENSEE. **Under no circumstances is this license valid for use at more than a single school or company, more than 10 departments, or more than 300 users.**

   b) The LICENSE period is one year. After that time, this License may be extended by mutual agreement of the parties. Mutual agreement to extend the license is demonstrated when an invoice for the next one-year license period is issued by TITANIUM and paid by LICENSEE.

   c) The right to terminate the agreement at any time as described in the TERMINATION section.

   d) Free updates to the SOFTWARE.

   e) Access to phone and email support. TITANIUM support staff will make commercially reasonable efforts to solve any problem with the operation of the software.

2) **LICENSING FEES**.

   a) The license fees paid to TITANIUM and the associated invoice(s) specify the number of users, departments, sites, and features which are covered by the license period shown on the invoice.

   b) LICENSEE can change their license coverage at any time by notifying TITANIUM. TITANIUM will issue an updated invoice that document the requested changes.

   c) TITANIUM reserves the right to change their licensing fees. Fee changes will be announced at least 6 months before they go into effect for current LICENSEES. The LICENSEE'S first renewal will be at the renewal rate that was in effect when this license is executed, even if TITANIUM has announced a fee increase that applies to other LICENSEES.

3) **TERMINATION**. LICENSEE can terminate this agreement at any time by removing the SOFTWARE from all computers and servers, and notifying TITANIUM in writing that they have done so and want to terminate this agreement. TITANIUM will give a prorated refund to LICENSEE. If LICENSEE has prepaid for multiple years in advance the maximum amount refunded will be two years of fees.

4) **RESTRICTIONS.** LICENSEE may not: (i) use the SOFTWARE other than solely for personal or internal business purposes; (ii) sell, rent, lease, sublicense the SOFTWARE, or otherwise transfer rights to the SOFTWARE; or (iii) copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the SOFTWARE, (including without limitation making the SOFTWARE available to users of the Internet); (iv) commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur to) all or any part of the SOFTWARE; (v) alter the database (structure, data, or security) other than through the SOFTWARE or as directed to by TITANIUM.

5) **COPYRIGHT AND OWNERSHIP**. LICENSEE acknowledges that the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and all copies of the SOFTWARE are owned by TITANIUM, and that TITANIUM retains all rights to the SOFTWARE. LICENSEE acknowledges that the SOFTWARE is protected by copyright and other intellectual property laws and international copyright and other laws and treaties. The SOFTWARE is licensed, not sold. TITANIUM acknowledges that LICENSEE's data is distinct and separate from the SOFTWARE and is owned by LICENSEE.

6) **LIMITED WARRANTY. Except as expressly stated herein, TITANIUM makes no warranties (express, implied or statutory) with respect to the SOFTWARE and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. TITANIUM warrants that the SOFTWARE will operate in accordance with its specifications during the term of the License. In the event that the SOFTWARE fails to operate within reasonable specifications for more than twenty (20) consecutive business days, then TITANIUM will give LICENSEE a prorated refund or credit for those days.**

   In no event will TITANIUM be liable to LICENSEE for any direct or indirect damages resulting from LICENSEE's use of or inability to use the SOFTWARE, including, but not limited to, lost savings, loss of data, or other special, incidental or consequential damages. This Limited Warranty is void if failure of the SOFTWARE results from accident, abuse, misapplication, improper or abnormal use, virus, or if the database or data are altered in any way except by the SOFTWARE. In no event, will TITANIUM's liability exceed the amount of the current year's licensing fee.

7) **INDEMNITY.** To the extent allowed by law, LICENSEE shall indemnify and hold TITANIUM harmless from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits and legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to LICENSEE's use of the SOFTWARE; however in no event shall TITANIUM be liable for any special, indirect, incidental or consequential loss or damage, even if advised of the possibility of such potential loss or damage. TITANIUM shall indemnify, defend and hold LICENSEE harmless from and against any and all claims, damages, losses, liabilities, judgments, suits and legal proceedings arising from the SOFTWARE's violation of the intellectual property rights of another.

8) **NON-WAIVER.** Either party's failure at any time to require strict performance from the other of any of the provisions hereof shall not waive or diminish the waiving party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Each party's rights hereunder are cumulative and not alternative.

9) **DEFAULT.**   In the event that either party fails to remedy any breach or default on its part pursuant to this Agreement within ten (10) days of notice from the other to that effect, the party not in default may, upon written notice to the party in default, terminate this Agreement. Any such termination is without prejudice to or limitation of any other right or remedies of the party not in default. In the event that this Agreement is terminated, TITANIUM shall have the right to demand the destruction of all copies of the SOFTWARE in LICENSEE's possession and demand written confirmation of the same.

10) **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement represents the entire understanding of the parties with respect to the matters addressed herein and may only be altered, amended or modified by a writing duly executed by the parties. The parties agree that any and all terms, conditions and policies which LICENSEE attaches to payment methods are specifically excluded. This Agreement supersedes all prior agreements between the parties with regard to licenses for SOFTWARE, including any terms and conditions which LICENSEE might attach to purchase orders and other payment.

11) **SEVERABILITY.** If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.

Licensee: _____	Licensor: Titanium Software, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This agreement must be signed by an official specifically authorized to sign contracts on behalf of the organization.