
END-USER LICENSE AGREEMENT (EULA)
QuickPermit+ (TM)

By installing, copying, or otherwise using the above product referred to herein as QuickPermit+, Program, or Software, Client agrees to be bound by the terms of this agreement. The Software contains an executable installer and many separate databases, files, and instructions. All such components are included and to be taken as a whole when referencing the Program or Software.

Clicking "I AGREE", installing, or using the Program indicates Client acceptance to be bound by the terms and conditions of this agreement.

This End-User License Agreement is a legal agreement between you, either an individual or a single government/business entity, its officers, directors or agents (referred to herein as "Client"), and Touchline Software, Inc. ("Touchline"), P.O. Box 5672, El Dorado Hills, CA 95762. Touchline grants and Client accepts a nonexclusive, nontransferable license to use the Software.

Installation or use of the Program (at a site not specified in Client's license) binds Client to the terms of this EULA, including payment of the licensing fee (for such installation sites) at the current single-site price for each physical site where the Software is used or installed.

The terms of this EULA are subject to change at the end of a license term or prior to the issuance of any subsequent license (new or renewal). The EULA document included within the Program's installer will not be updated until a new Software update is released. Current license fees and EULA may be found on our website at <http://www.QuickPermit.com/fees.asp>.

Clients should request a written quotation before issuing a purchase order or prepaying by check. Pricing provided on written quotations to Client will remain in effect for 90 days from the date of the quotation. The quotations will contain a link to the current EULA, which will be in effect for the new license term. This current published EULA will supersede the one included in the Program's installer software and shall have full force and effect for all Client licenses (new or renewal). Client accepts the responsibility to access and review the current EULA before purchasing or renewing a license.

1. LICENSE GRANTED. Use of the Program is defined by the type of license purchased. Where the licensed site is a California school (public or private), school district, or county office of education (or a program administered by the county office of education); each entity using the Program having a distinct state "County District School" (CDS) code is considered a separate governmental entity (i.e. Site) for the purpose of licensing the Program. Where multiple entities are located at a single physical address and/or share common administrative personnel, each entity is considered a separate entity (i.e. Site) for the purpose of licensing the Program.

Site License:

The Program may be installed and used only at the physical location of the licensed site and only to serve that site's students or students attending another licensed site within their school district or business entity. Use of the Program for students attending non-licensed schools is prohibited. A site license is not available for a school district, county, or their administrative departments unless all comprehensive high schools and other schools having an enrollment of 700 or more (in grades 9 - 12) within their authority/control are licensed to use the Software. Licensed sites may network the Program's data on a server, but the Software may not be installed on the server or otherwise used (virtually) by unlicensed sites. Each physical location and/or business/governmental entity using the Software will constitute a separate site for which a license fee must be paid.

Centrally Issued License:

The Program may only be used at a single physical location for each Centrally Issuing Site (CIS). Licensed CIS sites are designated on Client's quotation and/or invoice. CIS sites (e.g. District Office or other District Administrative Department) may only use the Program On Behalf Of (OBO) schools within their District or under their administrative control. These OBO sites are designated on Client's quotation and/or invoice. Limited exceptions for use of the Program on behalf of schools not designated as an OBO site may be allowed if specified on Client's quotation and/or invoice. The Software may be installed and used on multiple computers at designated CIS locations. Off-site use of the Program is not permitted. Our published fee schedule does not apply to Centrally Issued Licenses.

2. DATA ACCESS AUTHORIZATION AND DISCLAIMER. Client hereby authorizes and grants unconditional approval for Touchline to provide Client (and its personnel) technical support and program assistance. The support provided may cover any aspect related to the use of the Software that Touchline deems necessary or beneficial to address Client requests, provide product training, or to promote the effective use of the Software. Such assistance may include (but is not limited to) providing user-group names, passwords, security access codes, forgotten passwords and access codes, and cross-site data-access and data-export ability. Client expressly holds Touchline harmless if program instructions, passwords, codes, etc. (provided to Client's staff) is misused. It is Client's responsibility to perform regular backups of the Program and to hold Touchline harmless for any damage relating to liability, loss of use, and loss of data resulting from technical advice or support provided to Client.

The Software is intended as an aid in the issuance and management of work permits to minors. As such it produces the "Permit to Employ and Work", authorizing minors to work and required by the California Education Code. The Software only assists permit issuers in facilitating compliance with California and Federal Law. It is solely Client's responsibility to understand the applicable labor laws and to ensure compliance with all such laws. Support and instructions provided by Touchline to Client will necessarily involve issues related to the legal issuance of work permits. Such support and instruction is hereby agreed to be considered as guidance as to the best use of the Software and shall not be construed as legal opinions or advice. Touchline and its staff are not attorneys and any such information or assistance from Touchline is not to be considered or relied upon as legal advice. Client should consult with an attorney for legal advice.

3. COPYRIGHT. The Program is copyrighted by Touchline and is Touchline's sole property. It may not be copied, duplicated, or reproduced in any form; except to a hard disk, in accordance with the terms listed above, provided that

the original may be used solely for backup or archival purposes. The Program contains confidential and proprietary information, which is protected by the Copyright Laws of the United States.

4. **RESTRICTIONS.** Client shall not resell, rent, or lease the Program. Use of the Program is limited to use within the Client's business operation. Client may not reverse engineer, decompile, or disassemble any portion of the Program.

5. **WARRANTY AND LIMITATION OF LIABILITY.** Touchline will, upon written notice of defect, repair or replace any items deemed by Touchline to be defective, or at Touchline's option, terminate the agreement as of the date of receipt of written notice and refund a pro-rata of the Agreement Period Base Fee. The above provision constitutes Touchline's sole liability and obligation with respect to the Software. The Software, whether separately or in combination, is meant only as an aid to the administration of a business, organization, or governmental institution and is NOT a substitute for professional services or advice. Touchline specifically disclaims all implied warranties including, but not limited to MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. In NO event shall Touchline be liable for any incidental or consequential damages.

6. **TERM.** This license is a Fixed Duration Renewable type and shall run from September 1 through August 31 or any part thereof from the commencement date. All subsequent licenses will be for a term of one (1) or more whole years. The license agreement for the Software will be automatically renewed (under the then-current EULA) at the expiration of the prior license term upon receipt of Client's renewal purchase order (or payment). New sites specified on such purchase order (or other notice) will automatically be added to Client's authorized site list. This agreement may be terminated by written notice by either party at the end of any license period and prior to execution and acceptance of any subsequent renewal purchase order.

7. **SEVERABILITY.** If any part or parts of this agreement are held to be invalid, the remainder of this agreement shall continue to be valid and enforceable and shall be construed insofar as is possible to achieve the original intentions of the parties hereto.

8. **ENTIRE AGREEMENT.** This agreement and the documents referred to herein contain the full and complete understanding of the parties with respect to the subject matter hereof and on; waiver, alteration, or modification of any of the provisions hereof shall be binding unless agreed to in writing and signed by the parties. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the specific provisions of this agreement. If Client issues a purchase order, memorandum, or instrument covering the services herein provided, it is hereby specifically agreed and understood that it is for the Client's internal purposes only and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.

9. **CHOICE OF LAW.** This agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of California.

10. **NOTICE.** All notices required hereunder shall be in writing and make specific reference to this agreement. Notice shall be deemed given by Touchline to Client on the date that it is deposited in the mail, postage paid, addressed to the Client. Notice shall be deemed given by Client to Touchline upon receipt of said written notice by Touchline at its address shown above, or any other address Touchline shall designate by notice to Client.

11. **ASSIGNMENT.** Client shall not assign any of its rights or obligations, except by the specific consent of Touchline, and only when such assignees agree in writing to accept the terms of this license and agree to be fully bound by its terms.

12. **PAYMENT.** Client will pay to Touchline the license fee for use of the software according to the amounts and terms as specified in the original agreement or as revised by subsequent notice provided by Touchline to Client. Subsequent issuance of a purchase order or payment is deemed acceptance of the aforementioned notice of change in terms.

Payment is due within 30 days of receipt of the Software or upon the transfer to Client, a download link for the Software's setup program, a download authorization code, and license codes for Client's licensed Site(s). If applicable, local (with respect to Client) sales tax, use tax, other transaction tax, or like taxes - shall be paid by Client. Payment shall be forwarded to Touchline Software, Inc., P.O. Box 5672, El Dorado Hills, CA 95762. License fees will not be subject to credit for any period of nonuse. Touchline may adjust the annual license fee for subsequent license terms without notice.