Txtwire Yearly Licenses Agreement

Customer Information:

Main Contact: Jennifer Greve

Mobile Number: 2082903831

Email: jennifergreve@forrestbirdcharterschool.org

Business Name: Sandpoint Charter School dba Forrest M. Bird Cha

Address: 614 S. Madison Ave.

City: Sandpoint

State: ID

Zip: 83864

Industry: School

Sales Rep: Leah Dresen

Name on Credit Card: 0

Card Billing Address: 0

Card Type: 0

Card Number: 0

Expiration Date: 0

3 Digit Code: 0

Pricing:

Setup Fee: NA

Setup Includes: NA

Yearly License Fee: NA

License Includes: Platform Access

Message Bulk Buy: 10,000 x $0.02 = $200

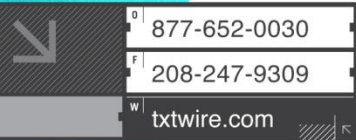**Message Overage Rate:**   Purchase additional credits

Additional Keyword Rate: NA

Additional Longcode Rate: NA

Notes: Message credits are good for 12 months

Notes:

Starting Total: $200

TERMS AND CONDITIONS

1. LICENSE. TXTWIRE grants to Client a non-transferable, non-exclusive license (the "License") to use the TXTWIRE messaging service (the "Messaging Service"), during the term of this agreement, for the sole use and purpose of mobile marketing or mass communication with its employees or customer base. Subject to the terms and conditions of this Agreement, during the term hereof TXTWIRE shall provide to Client the Messaging Products and Services (the "Products and Services") outlined in this Agreement. The terms and conditions of this Agreement shall consist of this Agreement and exhibits, appendices or schedules attached hereto, the Licensing Proposal and any Terms of Use set forth on the TXTWIRE Web Site ("Web Site") at the following URL: www.txtwire.com. TXTWIRE reserves the right from time to time to amend or modify any of Products and Services or the terms and conditions referred to, effective upon written notice of such changes. If such changes are material changes to the Products and Services, Client will have the right to terminate the Agreement without penalty and Client's obligation to pay for the License Fees will cease upon notification of such termination to TXWIRE.

2. FEES AND PAYMENTS. Client shall pay TXTWIRE fees and charges for the Products and Services to be provided hereunder (collectively, the "License Fees") in accordance with this Agreement. All License Fees shall be due and payable as stated above. Overdue accounts and any other fees and expenses not paid to TXTWIRE in accordance with this Agreement will be charged a late fee at the maximum rate allowed by law commencing with the date payment was first due.

3. PROPRIETARY RIGHTS. TXTWIRE's trademarks, trade-names, service marks, logos, other names and marks, and related Product and Service names, design marks, slogans, object code, source code, design features, visual expressions, screen formats, graphics, content, report and display formats, trademarks and copyrights, and the ideas, methods and concepts used (collectively, the "TXTWIRE Property") are the sole and exclusive property of TXTWIRE. Client agrees not to display or use any of the TXTWIRE Property in any manner without TXTWIRE's express prior written consent. Client acknowledges that TXTWIRE and/or its licensors have copyright, trade secret and other intellectual property rights in the TXTWIRE Property and the documentations relating hereto, and that all such copyright, trade secret and other intellectual property rights remain the exclusive property of TXTWIRE and/or its licensors at all times Client agrees that it will use TXTWIRE Property only in its own business, and not directly or indirectly for the use or benefit of anyone other than Client, and only pursuant to the scope of the grant of the License set forth herein.

4. DISCLAIMER OF TXTWIRE WARRANTIES. TXTWIRE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ANY TXTWIRE SOFTWARE, PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF TXTWIRE HAS BEEN INFORMED OF SUCH PURPOSE. CLIENT'S USE OF THE TXTWIRE SOFTWARE, PRODUCTS AND SERVICES IS AT CLIENT'S SOLE RISK. THE TXTWIRE SOFTWARE, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO AGENT OF TXTWIRE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS ON TXTWIRE AS EXPRESSLY SET FORTH HEREIN. TXTWIRE MAKES NO WARRANTY THAT (i) THE TXTWIRE

SOFTWARE, PRODUCTS AND SERVICES WILL MEET CLIENT'S RE¬QUIREMENTS, (ii) THE TXTWIRE MESSAGING SERVICE, SOFTWARE, PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. IN NO EVENT SHALL TXTWIRE'S AGGREGATE LIABILITY FOR ANY DAMAGES TO CLIENT AND ANY THIRD PARTIES EXCEED THE AMOUNT OF LICENSE FEES PAID HEREUNDER BY CLIENT TO TXTWIRE DURING THE PRECEDING ONE (1) YEAR.

5. INDEMINIFICATION.

   a. Client shall defend, indemnify and hold harmless TXTWIRE, its officers, directors, employees, shareholders, agents and representatives, from and against all claims, losses, causes of action, liability, damages, costs and expenses (including without limitation reasonable attorneys' fees, costs and expenses) relating to, arising from, or in connection with Client's breach of this Agreement or any law or third party right.
   b. TXWIRE shall defend, indemnify and hold harmless Client, its officers, directors, employees, shareholders, Affiliates, agents and representatives, from and against all claims, losses, causes of action, liability, damages, costs and expenses (including without limitation, reasonable attorneys' fees, costs and expenses) relating to, arising from, or in connection with TXWIRE's breach of this Agreement or any law or third party right.

6. TERM AND TERMINATION. The initial term of this Agreement shall be one (1) Year, commencing on the Effective Date of this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) Year each unless either party shall have given notice prior to such renewal date of its intention not to renew, in which event the term of this Agreement shall expire upon the expiration of the then-current term. Notwithstanding any expiration of termination of this Agreement, the provisions herein which are intended to survive the term of this agreement shall remain in full force and effect.

7. LEGAL REMEDIES. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of Idaho. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs. Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. The arbitration will be held in Idaho. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

8. RELATION PARTIES. Nothing in this Agreement will create or imply an agency relationship between TXTWIRE and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. NON-SOLICITATION. During the term of this Agreement and for a period of one year after any expiration or termination of this Agreement, each party agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other party

10. ENTIRE AGREEMENT. This Agreement, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated here.

Client: Sandpoint Charter School dba Forre **Txtwire Technologies**

Signature: _Greta Warren_
Greta Warren (Feb 27, 2017)

Signature: _Dan Beck_
Dan Beck (Feb 27, 2017)

Print: Greta Warren

Print: **Dan Beck**

Title: Business Mar **Date:** Feb 27, 2017

Title: **CEO**   **Date:** Feb 27, 2017

Renewal Contract

Adobe Sign Document History   02/27/2017

Created:	11/14/2016
By:	Leah Dresen (leah@txtwire.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArVree6qKkon8YDvMZ8tOQ8B7Ime1BUNI

"Renewal Contract" History

📄 Document created by Leah Dresen (leah@txtwire.com)
     11/14/2016 - 10:48:44 AM PST- IP address: 66.232.69.166

✉️ Document emailed to Greta Warren (gretawarren@forrestbirdcharterschool.org) for signature
     11/14/2016 - 10:49:37 AM PST

📄 Document viewed by Greta Warren (gretawarren@forrestbirdcharterschool.org)
     11/14/2016 - 11:48:36 AM PST- IP address: 192.208.57.74

📲 Document signing delegated to Jennifergreve@forrestbirdcharterschool.org by gretawarren@forrestbirdcharterschool.org
     11/14/2016 - 12:28:33 PM PST- IP address: 192.208.57.74

✉️ Document emailed to Jennifergreve@forrestbirdcharterschool.org for signature
     11/14/2016 - 12:28:34 PM PST

📄 Document viewed by Jennifergreve@forrestbirdcharterschool.org
     11/14/2016 - 1:11:46 PM PST- IP address: 192.208.57.74

📄 Document viewed by Jennifergreve@forrestbirdcharterschool.org
     02/22/2017 - 3:55:09 PM PST- IP address: 192.208.57.74

✍️ Document e-signed by Greta Warren (gretawarren@forrestbirdcharterschool.org)
     Signature Date: 02/27/2017 - 8:33:00 AM PST - Time Source: server- IP address: 192.208.57.74

✉️ Document emailed to Dan Beck (dbeck@txtwire.com) for signature
     02/27/2017 - 8:33:01 AM PST

📄 Document viewed by Dan Beck (dbeck@txtwire.com)
     02/27/2017 - 8:33:08 AM PST- IP address: 66.249.84.216

✒️ Adobe Sign

Document e-signed by Dan Beck (dbeck@txtwire.com)

Signature Date: 02/27/2017 - 8:41:03 AM PST - Time Source: server- IP address: 69.92.230.127

Signed document emailed to Dan Beck (dbeck@txtwire.com), Leah Dresen (leah@txtwire.com), Jennifergreve@forrestbirdcharterschool.org and Greta Warren (gretawarren@forrestbirdcharterschool.org)

02/27/2017 - 8:41:03 AM PST