

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Mount Diablo Unif School Dist - 00153454

Annual Rate: \$51,907.90

Authorization Date: March 25, 2015

Reference Quote #: 65719

Renewal Date: June 23, 2015

ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

1. License Grant. Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

2. License From District. Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

3. Term and Termination. This agreement will commence on the Authorization Date and continue for 12 months following the Renewal Date (the "Initial Term"), unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

4. Transmission Of Data. Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

5. Limitations Of Liability. DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature:
(or initials if signing electronically)

Date:

Name:

Title: