

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”), is dated as of this 11th day of August, 2022 (the “**Effective Date**”), by and between Gammon Applications, LLC, an Arkansas limited liability company (“**Licensor**”), and Westwood High School, Campbell County School District, a Wyoming school district (“**Licensee**”). Licensor and Licensee are referred to collectively in this Agreement as the “**Parties**.”

RECITALS:

WHEREAS, Licensor is principally situated at 111 Woodcliff Lane, Rogers, Arkansas 72756 (the “**Licensor’s Place of Business**”);

WHEREAS, Licensee is principally situated at 7 Opportunity Spur, Gillette, Wyoming 82718;

WHEREAS, Licensor has developed and owns certain educational scheduling software named RTI Scheduler (“**Software**”);

WHEREAS, Licensor holds intellectual property rights in the Software;

WHEREAS, Licensee now desires a license from Licensor for use of the Software for educational purposes; and

WHEREAS, Licensor now desires to grant Licensee a license for use of the Software for educational purposes only, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and obligations undertaken herein, Licensor and Licensee agree as follows:

ARTICLE I GRANT OF LICENSE

1.01 License. Subject to the other terms and conditions of this Agreement, Licensor hereby grants to Licensee, as of the Effective Date, the right and license to use the Software for educational purposes. The license granted herein is non-transferable and non-assignable.

ARTICLE II TERM, PAYMENT, AND SERVICE

2.01 Term. The term of the Agreement will expire at the end of Licensee’s fiscal year, which is June 30, 2023. Based upon this date, Licensee shall indicate the initial term of the Agreement (the “**Initial Term**”) by marking one of the following boxes:

- ✓ “**Full Year Term**” — Any period of time not longer than twelve (12) calendar months from the Effective Date, but equal to or greater than six (6) calendar months from the Effective Date.
- “**Half Year Term**” — Any period of time not longer than six (6) calendar months from the Effective Date.

2.02. Renewal. Licensee may, at its option, renew this Agreement for a twelve (12) calendar month term (“**Subsequent Term**”) if Licensee provides to Licensor written notice not less than thirty (30) days prior to the end of the Initial Term or any Subsequent Terms and if Licensee is not in breach of the Agreement.

2.03 License Fee. In consideration of the rights and the license being granted to it hereunder, at the time this Agreement is executed, Licensee shall pay to Licensor a fee for use of the Software during the Initial Term (“**License Fee**”). The per-student License Fee is based on Licensee’s expected enrollment number, as measured by the number of students enrolled on or about the Effective Date. The expected enrollment number shall be disclosed to Licensor prior to execution of this Agreement, or prior to renewal of the Agreement for any Subsequent Term.

During the Initial Term, the License Fee will be based on the type of term selected by Licensee in Section 2.01, as reflected in this chart.

Term	License Fee
Full Year Term	\$2.00 per student
Half Year Term	\$1.00 per student

Upon Licensee’s renewal of this Agreement, Licensee must pay to Licensor a new License Fee on the day any Subsequent Term begins. For all Subsequent Terms, the License Fee is subject to review and revision by Licensor.

2.04 Excess Student Enrollment Fee. Licensee is permitted to enroll students at a five percent (5%) rate over the expected student enrollment number disclosed to Licensor, as discussed in section 2.03 above. Licensee may make a written request to Licensor for additional student licenses if the enrollment number exceeds the five percent (5%) rate; however, any additional student licenses over the five percent (5%) permitted rate will cost \$2.00 per student (“**Excess License Fee**”), irrespective of the term in effect at the time Licensee makes the request.

2.05 Management Fee and Training. In consideration of the rights and licenses being granted to it hereunder, Licensee shall pay to Licensor a management fee of \$1700.00 (“**Management Fee**”). The Parties acknowledge that the Management Fee fairly compensates Licensor for setting up the Software and providing necessary maintenance. In exchange for this Management Fee, Licensor shall provide three (3) hours of virtual training and consulting by individuals authorized by Licensee (“**Schedulers**”) regarding the use of the Software.

2.06 Use of Software. Licensee must utilize an electronic mail account through Google or Microsoft to access the service. Upon the Effective Date, Licensee is permitted to use the Software for the following purposes:

- (a) Maintaining a list of current students;
- (b) Maintaining a list of current instructors;
- (c) Maintaining a list of current student advisory instructors;
- (d) Maintaining a list of offered courses;

- (e) Maintaining an imported list (in a format specified by the scheduling tool) of student course enrollments containing information related to a student's classroom schedule and instructors;
- (f) Granting scheduling tool access to school administrators;
- (g) Creating sessions within each schedule;
- (h) Enrolling students to sessions within a schedule;
- (i) Identifying instructors that have not created a session;
- (j) Identifying students that have not been enrolled for each schedule;
- (k) Sending email notifications and links asking instructors to create a session for a schedule;
- (l) Sending email notifications and links to students asking them to self-enroll for certain sessions within a schedule; and
- (m) Sending email notifications to students with their session for a schedule.

2.07 Consulting Services. Upon written request by Licensee to Licensor, Licensor may send Schedulers to provide additional on-premises consulting regarding the Software outside of the initial training and consulting periods described in section 2.05 above. These additional consulting services will be charged at a rate of \$100.00 per hour.

2.08 Maintenance Periods for Licensor Services. Licensor shall perform scheduled maintenance between the hours of 12AM and 3AM CST on any day. Services provided to Licensee will continue during the maintenance period unless the Licensor requires use of the Software to be suspended during the maintenance period.

2.09 Maintenance of School Data. Licensee shall be responsible for providing and maintaining all data and information necessary and related to the use of the Software.

2.10 Updating Software. Licensor's Software is a cloud offering. It may be updated or changed at any point in time. If the Software is upgraded or changed, Licensee shall continue to access the features of Licensor's services.

ARTICLE III INTELLECTUAL PROPERTY

3.01 Intellectual Property. Each Party acknowledges and agrees that, as between the Parties, Licensor shall remain the sole and exclusive owner of all right, title and interest in and to the Software and that this Agreement does not affect such ownership. Each Party further acknowledges and agrees that, as between the Parties, Licensee shall acquire no rights under this Agreement in or to the Software other than the limited rights specifically granted in this Agreement.

3.02 Restrictions. Licensee shall not (a) modify, translate, reverse engineer, decompile or disassemble any of the Software; (b) infect or expose any of the Software to any virus or other contaminant or disabling device, including any code, command, “time-bomb” or other harmful or malicious device; (c) access or use any of the Software in any manner that infringes, misappropriates or otherwise violates the intellectual property or other proprietary rights of any third party, or that violates any applicable law, rule, regulation, ordinance or other decree imposed or promulgated by any governmental or regulatory authority; or (d) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm any of the Software. Licensee shall be responsible and liable for all activities of its employees and any other person to whom Licensee has granted or otherwise allowed access to any of the Software (including any customer, subscriber or sub-licensee of Licensee), and shall be responsible for ensuring that such employees and other Persons (including any customer, subscriber or sub-licensee of Licensee) abide by the foregoing restrictions and the other terms and conditions set forth herein.

ARTICLE IV CONFIDENTIAL INFORMATION

4.01 Definition of Confidential Information. The term “Confidential Information” means all information not generally known to the public, and not readily ascertainable through proper means by the public.

4.02 Use and Disclosure. Neither Party shall (a) use the other Party’s Confidential Information other than for purposes of facilitating the authorized uses of the Software; or (b) disclose the other Party’s Confidential Information to any third party, without the prior written authorization of the Party to whom the Confidential Information belongs. Each Party agrees that it will at all times protect the other Party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own Confidential Information.

4.03 Equitable Remedies. Each Party acknowledges and agrees that the other Party’s remedies at law for breach or threatened breach of any of the provisions of this Article IV would be inadequate and, in recognition of that fact, in the event of any such breach or threatened breach, it is agreed that, in addition to other remedies to which it may be entitled, the other Party will be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction without the necessity of posting bond, or any other equitable relief which may then be available; *provided, however,* that the nothing contained herein shall be construed as prohibiting the non-breaching Party from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from such breaching Party.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of Licensee. Licensee represents and warrants to Licensor as of the Effective Date that:

(a) Licensee is a school district of the State of Wyoming. Licensee has all requisite power and authority to carry on its business.

(b) Licensee has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Licensee and the performance by Licensee of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensee. This Agreement has been duly and validly

executed and delivered by Licensee and, assuming the due authorization, execution and delivery by Licensor, constitutes a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms.

(c) Licensee is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

(d) There is no action, suit, proceeding, claim or investigation pending or threatened against Licensee in any court or by or before any governmental authority, or before any arbitrator, of any kind, which, if adversely determined, would restrict the ability of Licensee to perform its obligations hereunder. Licensee knows of no basis for any such action, suit, proceeding, claim or investigation.

5.02 Representations and Warranties of Licensor. Licensor represents and warrants to Licensee as of the Effective Date that:

(a) Licensor is a limited liability company validly existing and in good standing under the laws of the State of Arkansas. Licensor has all requisite power and authority to carry on its business.

(b) Licensor has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Licensor warrants and represents that it owns or controls all intellectual property rights necessary to the performance of this Agreement. The execution and delivery of this Agreement by Licensor and the performance by Licensor of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensor. This Agreement has been duly and validly executed and delivered by Licensor and, assuming the due authorization, execution and delivery by Licensee, constitutes a valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms.

(c) There is no action, suit, proceeding, or material claim or investigation pending or threatened against Licensor, in any court or by or before any governmental authority, or before any arbitrator of any kind, which, if adversely determined, would restrict Licensor's ability to perform its obligations hereunder. Licensor knows of no basis for any such action, suit, proceeding, claim or investigation.

(d) The Software is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

ARTICLE VI INDEMNIFICATION

6.01 Indemnification by Licensee. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all damages, losses, liabilities, judgments, awards, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs (collectively, "Damages"), incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensee herein. Where Licensee enjoys immunity, the above indemnification applies only to the extent that Licensee maintains coverage by liability insurance. Licensee shall name Licensor as an additional insured under all applicable insurance policies insuring Licensee. Upon Licensor's request, Licensee shall within seven days have delivered to Licensor certificates of insurance and copies of insurance policies showing that coverage and limits satisfactory to Licensor are in full force and effect.

6.02 Indemnification by Licensor. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all Damages incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensor herein.

6.03 Remedies. No remedy set forth in this Agreement is intended to be exclusive of any other remedy. Each remedy shall be in addition to every other remedy provided hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

ARTICLE VII TERMINATION

7.01 Termination by the Parties. This Agreement may be terminated:

- (a) By mutual written consent of Licensor and Licensee;
- (b) By Licensee in the event Licensor has breached in any material respect any representation, warranty, covenant or agreement of Licensor contained in this Agreement, Licensee has notified Licensor of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach; or
- (c) By Licensor in the event Licensee has breached in any material respect any representation, warranty, covenant or agreement of Licensee contained in this Agreement, Licensor has notified Licensee of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach.

Any termination of this Agreement pursuant to this Section 7.01 shall be effective upon the delivery of written notice by the terminating Party to the other Party.

7.02 Effect of Termination. Upon termination of this Agreement pursuant to this Article VII, all rights and obligations of the Parties under this Agreement shall terminate, except as provided in this Section 7.02. Termination of this Agreement shall not relieve or release either Party of any right or obligation which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any expiration or termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. For the avoidance of doubt, it is understood that termination of this Agreement by Licensor due to Licensee's failure to make payments due under Article II hereof shall not relieve Licensee from the obligation to make such payments owed prior to such termination, but will terminate the license granted hereby.

ARTICLE VIII MISCELLANEOUS

8.01 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this License is effective on receipt by the person to receive it. All notices, requests, and consents to be sent to a Party must be sent to or made at the following addresses (or such other address as that a Party may specify by notice to the other Party):

If to Licensor:

Gammon Applications, LLC
Attn: William Gammon
111 Woodcliff Lane
Rogers, Arkansas 72756;

with a copy to:

Quattlebaum, Grooms & Tull PLLC
Attn: Andrew S. Dixon
4100 Corporate Center Drive, Ste. 310
Springdale, Arkansas 72762; and

If to Licensee:

Westwood High School
Campbell County School District
Attn: Kelly Morehead
7 Opportunity Spur
Gillette, Wyoming 82718;

Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.02 Binding Effect. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

8.03 Attorneys' Fees. If any legal action or other legal proceeding relating to any of the transactions contemplated by this Agreement or the enforcement of any provision of any of the documents, including this Agreement, relating to such transactions brought against either Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs (in addition to any other relief to which the prevailing Party may be entitled).

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

8.05 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one, and the arbitrator will be mutually agreed upon by the Parties. Unless otherwise agreed by the Parties in writing, the place of arbitration shall be in either Gillette, Wyoming or in the county encompassing Licensor's Place of Business. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.06 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by Law.

8.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together will constitute the same Agreement. Any signature page of a counterpart, or any electronic facsimile of it, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. The telecopy or other facsimile transmission of any signature will be deemed to be an original and will bind each Party.

8.08 Headings and Recitals. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. Each of the recitals set forth herein are true and correct and are incorporated herein by this reference.

8.09 Legal Representation of the Parties. This Agreement was negotiated by the Parties, each having the opportunity to seek the advice of counsel. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

8.10 Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties as to its subject matter, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. This Agreement will not be modified or amended except in writing signed by the parties and specifically referring to this Agreement. This Agreement will take precedence over any other documents between the parties which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized and empowered representatives as of the Effective Date.

LICENSOR:

Gammon Applications, LLC,
an Arkansas limited liability company

By: _____
William Gammon, Manager

[LICENSEE SIGNATURE PAGE FOLLOWS]

LICENSEE:

Westwood High School,
Campbell County School District,
a Wyoming Public School

By:

Kelly Morehead, Principal