SAM Version 2
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made this _____ day of _____, 20__, by and between the **Alternative Media Access Center / University of Georgia Research Foundation** ("Licensor") and _____ ("Customer").

1.   License Grant

   a.   *License*. Subject to the terms and conditions of this Agreement, Licensor grants Customer a perpetual, nontransferable, nonexclusive license to use the computer program and user documentation for Student Accommodation Manager Version 2 (the "Software") at the Installation Address set forth in Exhibit A. Customer may use the Software only at the Installation Address. If Customer desires additional copies of the Software, Licensor will provide such copies at the rates set forth in Exhibit A.

   b.   *Restrictions*. Customer shall not (i) use the Software to provide services under any name other than that of Customer; (ii) use the Software to process the data of third parties without Licensor's prior written consent; or (iii) decompile, disassemble or otherwise reverse engineer the Software.

2.   Deliverables

   a.   *Software*. Licensor shall provide Customer one copy of the Software program and access to the Software's online user documentation. Customer shall not copy the Software. Customer will be solely responsible for procuring separate from licensor's software the PHP and MySQL software necessary to run the Software to which this license agreement refers. Customer shall arrange for Internet access and a 128-bit Secure Socket Layers (SSL) compliant browser application to access the Software. Customer shall be solely responsible for the backup and security of Software and Customer data contained within the Software.

   b.   *Hardware*. Customer shall arrange for the purchase or lease, installation, testing, and maintenance of adequate hardware. Customer shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair.

3.   Installation, Maintenance and Training

   Customer shall install and maintain the Software. Licensor shall provide training and support to Customer's employees under the terms set forth in Exhibit A.

4.   Payments

   Customer shall pay Licensor the Software license fees, in the amounts and under the terms set forth in Exhibit A. All fees shall be payable upon presentation of invoices. Licensor may change its license fees for additional copies of the Software, support, and custom coding upon thirty (30) days prior written notice.

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5.   Confidentiality

Customer agrees that neither Customer, its agents nor its employees shall in any manner use, disclose or otherwise communicate any information with respect to the Software which might enable copying of all or any portion of the Software. Customer agrees to take all necessary action to protect the confidential and proprietary information included in the Software, including appropriate instructions and agreement with its employees.

6.   Title

Customer agrees that this License Agreement conveys no title in copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

7.   Warranties

Licensor warrants that it has the right to license the Software. Licensor further warrants that for a period of ninety (90) days after installation, the Software, if used by Customer in accordance with the Software's user documentation, will substantially perform the functions set forth in the Software's user documentation. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.   General Provisions

a. *Assignability*. This Agreement and all rights and obligations thereunder shall not be assignable by Customer except with the prior written consent of Licensor. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.

b. *Liability*. Licensor shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall Licensor's liability exceed the initial license fee for the Software paid by Customer. No action or claim relating to this Agreement or the Software may be instituted more than one (1) per year after the event giving rise to such action or claim.

c. *Indemnification*. Licensor shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives Licensor prompt notice of and the opportunity to defend any such claim. Licensor shall have the right to settle such claim or, at Licensor's option, provide Customer (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the Software based on a deemed license term of five (5) years.

d. *Entire Agreement; Amendment.* This Agreement with its exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.

e. *Choice of Law/Arbitration*. This Agreement shall be governed by the laws of the State of Georgia. All unresolved disputes arising under this Agreement shall be submitted to arbitration in Atlanta, Georgia under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any count of competent jurisdiction.

f. *Default*. In the event of any default of any obligation under this Agreement which remains uncured fifteen (15) days after receipt of written notice of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all outstanding fees will immediately become due and payable and Customer shall

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return all copies of the Software to Licensor and erase any copies of the Software.

g. *Waiver.* Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.

h. *Severability.* A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.

i. *Notices.* All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of this Agreement.

LICENSOR:

_____
Signature

_____
Name

_____
Title

_____
Address

_____
Date

CUSTOMER:

_____
Signature

_____
Name

_____
Title

_____
Address

_____
Date

Approved June, 2010

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Exhibit A

SAM V2

Pricing

Initial Fee	One Payment of $950 o AMAC Members $750 (Reduced)
Hosting/User Fees	None o PHP and SAM V2 PHP source code are installed on web server owned and managed by institution o MySQL and SAM V2 MySQL database are installed on server owned and managed by institution o PHP and MySQL are open source
Support Fee	$500/year o Covers application training, application questions, assistance with report creation, data import/export, and integration with external systems (i.e. Banner).
Customization Fee	$125/hour

ADDITIONAL SERVICES:

One training will be provided totaling one half day or four (4) hours whichever timeframe is shorter. Training time will be provided by phone and must be redeemed within the first thirty days after the purchase of the service or product. Training time must be used as one session and may not be divided into increments.