SAM Version 1
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.** Subject to the terms and conditions of this Agreement, AMAC grants Customer a nontransferable, nonexclusive license to use the Service listed in Exhibit A (the "Services").

2. **Restrictions.** Neither Customer nor its agents or employees shall (i) use the Services under any name other than that of Customer; (ii) use the Services to process the data of third parties without AMAC's prior written consent; (iii) decompile, disassemble or otherwise reverse engineer the Services or any downloadable software associated with the Services; (iv) copy the documentation associated with the Services; or (v) use the Services in a manner that harms or threatens to harm the Services or their operation.

3. **User Accounts.** AMAC shall issue to Customer user accounts ("Accounts") for each user that is authorized to access the Services. Customer agrees that the number of simultaneous users of the Services shall at no time exceed the number of Accounts licensed to Customer. AMAC may immediately and without notice remove access from any or every Account in the event of an uncured breach of this Agreement. Account prices are contained in Exhibit A.

4. **System Requirements.** Customer must have Internet access and a 128-bit Secure Socket Layers (SSL) compliant browser to access the Services. Customer shall be solely responsible for providing and maintaining all computer hardware to access the Services.

5. **Installation, Maintenance and Training.** AMAC shall provide training and support to Customer's employees under the terms in Exhibit A.

6. **Payment.** Customer shall pay AMAC the fees as set forth in Exhibit A. A deposit of $___ for _____ shall be due and payable upon execution of this Agreement. All other fees shall be payable within 20 days of receipt of invoices. AMAC may change its fees for additional User Accounts, support, and custom coding upon 30 days prior written notice.

7. **Confidentiality.** Customer, its agents and employees shall not in any manner use, disclose or otherwise communicate any proprietary information of AMAC. Customer shall protect the proprietary information in the Services by appropriate instructions and non-disclosure agreements with its employees. AMAC shall promptly notify Customer should it become aware of any security breach involving Customer data.

8. **Title.** The Services, software, documentation and trademarks are solely owned by the University of Georgia Research Foundation, Inc, exclusively licensed to AMAC, and no title or other proprietary rights are conveyed except as explicitly granted herein.

9. **Disclaimer of Warranties.** AMAC does not and cannot control the Internet flow of data to or from the Services, which depends upon the performance of third parties. Accordingly, AMAC disclaims any and all liability resulting in any way from impaired or disrupted Internet service. AMAC MAKES NO WARRANTY THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, OR COMPLETELY SECURE. AMAC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

10. **No Assignment.** This Agreement and all rights and obligations hereunder shall not be assigned by

Customer except with the prior written consent of AMAC.

11. **Liability.** AMAC shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall AMAC's liability exceed the fee for the Services paid by Customer.

12. **Third-Party Claims.** If a third-party claim of patent or copyright infringement causes Customer's use of the software to be significantly disrupted, AMAC shall have the right to settle such claim or, at AMAC's option, provide Customer prorated refund of the fees paid.

13. **Integration.** This Agreement with two exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, relating to the subject matter. Any change shall not be valid unless in writing and signed by both parties.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.

15. **Breach and Termination.** If either party breaches any obligation herein and such breach remains uncured 15 days after receipt of written notice therof, then the non-breaching party may terminate this Agreement. Upon termination, all outstanding fees will immediately become due and payable and access to the Services shall end. Customer shall pay all attorney's fees and collection costs incurred by AMAC in collecting any amount not paid when due.

16. **Waiver.** Neither failure nor 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.

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

18. **Notices.** All communications under this Agreement shall be written and shall be deemed to have been received when personally delivered or deposited in the U.S. mail, registered first class, postage prepaid, addressed as set forth below.

The Board of Regents of the University System of Georgia	Customer
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address
_____	_____
Date	Date

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Exhibit A

SAM V1

Pricing

Initial Fee	One Payment of $950 o AMAC Members $750 (Reduced)
Hosting/User Fees	$180/month ($2,160/annually) o Maximum database size of 5MB o Maximum file attachment storage of 100MB o Maximum 10 users o Users can optionally pay QuickBase for an account and not pay hosting/user fees. QuickBase lowest plan of 5MB database, 100MB file attachment, and 10 users priced at $249/month. See www.quickbase.com for an overview and additional features of having a QuickBase account. o Covers application hosting, server maintenance, application backup and security, and user maintenance.
Support Fee	$250/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 Fees	o $50/month per 5MB database storage (if database size exceeds 5MB) o $100/month per 100MB file attachment storage (if file attachment storage exceeds 100MB) o $3/month per user (if exceed 10 users)

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.