

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Mount Diablo Unif School Dist - 00153454

Annual Rate: \$52,240.00

Reference Quote #: 95387

Authorization Date: March 3, 2017

Renewal Date: June 23, 2017

ACKNOWLEDGEMENTS

West Interactive Services Corporation d/b/a SchoolMessenger ("Provider") will continue to provide District with the online communications applications further described in the Reference Quote (the "Service") subject to the following terms and conditions:

Order Authorization Terms.

The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization. The terms of this order will govern any conflict with the above-mentioned terms, and Client's issuance of a purchase order for any or all of the items described in the Reference Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for 12 months (the "Initial Term"), and then will automatically renew for successive one year periods 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 Client may terminate this agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter, by providing written notice to Provider at least 30 days prior to the end of the then-current term.

Limited Warranty and Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

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

Signature: _____ Date: _____
(or initials if signing electronically) _____
Name: _____ Title: _____