



Please mail a signed copy of this document to:

LIFELOGIC

2801 N. Lincoln Blvd., Suite 226
Oklahoma City, OK 73105

or

Scan and Email to info@lifelogic.org

or

Fax to: 405-495-2610

Questions? Call us at 1-888-808-4827

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2024, is made and entered into by and between **SUMMIT EDUCATION SERVICES, LLC. (“SUMMIT”)**, whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. _____ OF _____ COUNTY, OKLAHOMA, a/k/a _____ PUBLIC SCHOOLS (“District”)**.

RECITALS:

- A. SUMMIT has developed a web application known as LIFELOGIC for the education of students with life lessons as they graduate High School.
- B. SUMMIT and the District desire to license the use of SUMMIT’s LIFELOGIC, web-based System to the District for use in educating students for the 2024-2025 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUMMIT and District agree as follows:

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, SUMMIT hereby grants to District a non-exclusive, non-transferable license to use the LIFELOGIC web-based System (the “License”).
- 2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2024 and ending June 30, 2025.
- 3. **Support, Training and Services.** District’s license of the LIFELOGIC web-based System includes online access to the web-based education system, online users guides when available, unlimited technical support, reports of student progress, and training related to the operation of the web-based system.

4. **License Fee.**

District with up to 1,000 students — **\$1,995**

District with 1,001- 4,000 students — **\$3,250**

District with 4,001-10,000 students — **\$5,950**

District with 10,001+ students — **\$9,250**

TOTAL 2024-2025 SCHOOL YEAR COST _____

5. **Release by District.** District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases SUMMIT, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the LIFELOGIC web-based System; or (2) District's failure to use corrections or enhancements to the LIFELOGIC web-based System provided to District by SUMMIT.

6. **District's Remedies.** District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability.** To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the LIFELOGIC web-based System and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability.** The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property.** District shall cooperate fully with SUMMIT in the maintenance and protection by SUMMIT of any rights or interests of SUMMIT in the LIFELOGIC web-based System or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, SUMMIT and District have executed this Agreement as of the _____ day of _____, 2024.

SUMMIT EDUCATION SERVICES, LLC.

By: 
President

“SUMMIT”

INDEPENDENT SCHOOL DISTRICT NO. ____
OF _____ COUNTY, OKLAHOMA,
a/k/a _____ PUBLIC SCHOOLS

By: _____
For the District

“DISTRICT”