

SOFTWARE LICENSE AGREEMENT



This Software License Agreement ("Agreement") is entered into between California State Parent Teacher Association, a California Non-Profit Organization, dba PTAEZ ("Licensor") and _____ ("Local association"), Unit ID # _____.

Definitions

Software. The term "Software" shall mean the computer program(s) in object code on the Licensor's and Third Party Website.

Local association The term "Local association" shall mean the named entities signing this agreement.

Developer. The term "Developer" shall mean the company, CSM Consulting, Inc., that created and maintains the Software.

License

Grant of License Licensor grants Local association, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the Software on Licensor's, and Developer's Website.

Tax Advice. Local association agrees that Licensor is not providing tax preparation, or tax related consulting services and understands that Licensor will not sign Local association's tax return(s) as a paid preparer of any tax return(s). Local association agrees that they are responsible for determining the accuracy of any Software generated reports used in preparation of any tax return(s).

License Fee

In General. In consideration for the license granted by Licensor under this Agreement, Local association shall pay Licensor annual subscription fee of \$_____ (the "License Fee"). The License fee varies based on Projected Annual Gross Revenues of Local association (please select one):

Unit Revenues	Base Fee	Options/Upgrades					
		Online Store	Form 990 Worksheet	Form 990 EZ Worksheet	Form 199 CA Worksheet		
Up to \$25,000	\$99.00	\$30.00	n/a	n/a	n/a		
\$25,001 - \$50,000	\$139.00	\$30.00	n/a	n/a	\$30.00		
\$50,001 - \$200,000	\$179.00	\$30.00	n/a	\$80.00	\$30.00		
Over \$200,000	\$219.00	\$30.00	\$100.00	n/a	\$30.00		

The Local association may opt to upgrade to a different option at any time during the performance of this contract. The dollar difference between selected options is due and payable in order to upgrade the software. This difference is due in full and not pro-rated based on the number of months and/or days in use during the current or subsequent terms of this Agreement. The Local association may elect to downgrade options by notifying Licensor of this election within 30 days of contract renewal.

Payment Terms Payment in full shall be tendered within 45 days of the execution of this Agreement.

Data Security Confidentiality

Data Security. Local association understands that Developer will provide for daily backups of data input into the Software.

Confidentiality

Confidentiality. Licensor, Local association and Developer agree to respect the privacy of all data entered into and maintained in the system. In particular, Licensor, Local Association and Developer and their officers and representatives, agree to protect the confidentiality of member names, addresses, and other contact or personal information.

Term and Termination

Effective Date. This Agreement and the license granted hereunder shall take effect on _____.

Annual Renewal. This Agreement shall automatically renew each year on its anniversary date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Local association with a revised License Fee/Invoice thirty (30) days before the anniversary date of this Agreement. Local association will not need to sign a new contract for each annual renewal. This Agreement will remain in force unless terminated as provided below. In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement.

Assignment

Assignment Local association shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, officer/member, affiliated entity or third parties without Licensor's prior written consent.

General Provisions

Complete Agreement The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

Amendment This Agreement may be modified or amended as necessary by the Licensor to ensure conformance with legal or IRS requirements and/or PTA rules and procedures.

Governing Law This Agreement and performance hereunder shall be governed by the laws of the State of California. Local association hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.

Signatures (Two Unit officers required):

PTA NAME/ADDRESS/PHONE/EMAIL

Treasurer Signature (Preferred)

President Signature (Preferred)

PTA Name: _____

Name: _____

Name: _____

Address: _____

Title: _____

Title: _____

Phone: _____

Email: _____

Please Email, Fax or mail agreement to:

PTAEZ
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 renewals@graystep.com
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