SunRaye Enterprises

A Division of 672018 BC Ltd.

Terms and Conditions

Student Administration System Lite

By signing up for SAS Lite, you agree to the following:

1. Definitions.

For purposes of this Agreement, the following bolded terms shall have the meaning ascribed to them below:

- **Client** shall mean the school that signs up to use SAS Lite.
- **Developer** shall mean SunRaye Enterprises.
- **Agreement** means this agreement as a whole, including the End User License Agreement, and all references to a paragraph refer to a paragraph in this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth or referred to in this Agreement. This Agreement may not be amended, altered or modified except by an agreement signed by both parties. The schedules attached hereto form part of this Agreement.
- **Code** shall mean computer programming code. Unless otherwise specified, Code shall include such computer programming code in both object code and source code forms.
- **Confidential information** shall mean Work Product and any other information that the Client indicates to be confidential and the Developer acquires (as a result of disclosure by the Client, access to the Client facilities, analysis of the Client's products or enhancements, or otherwise) in connection with the Services. However, Confidential Information does not include information that rightly becomes public or that the Developer independently develops or acquires without reliance on other Confidential Information produced or acquired by the Developer.
- **Services** shall mean programming and development services relating to existing and planned products and enhancements of the Client or the Client's customers, whether heretofore or hereafter provided by the Developer.
- **Work Product** shall mean all Code and other media, materials, or other objects produced as a result of the Services or delivered by the Developer in the course of providing the Services.

2. Scope of Sales and Services

- The Developer agrees to perform the sales and services for the Client as specified in the SAS Lite section of www.sasystem.org.
- All Sales and Services provided by the Developer shall be subject to this Agreement and the accompanying End User License Agreement unless otherwise agreed upon by both parties in writing.

- All Services shall be performed in a workmanlike and professional manner.

- The parties are and shall be independent contractors to one another, and nothing shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

- Nothing in this Agreement shall be interpreted as creating or establishing an employer/employee relationship between the Client and either the Developer or any employee or agent of the Developer.

- The Client agrees to pay all third-party charges such as setting up a web hosting account, including Secure Socket Layer (SSL) for encrypted transactions, and credit card processing fees, both account setup and per transaction costs.

3. Compensation

- The Developer will normally charge the Client's credit card for additional work requested by the Client. If mutually agreed, the Developer will instead submit an invoice. Invoices are due upon receipt.

- The Client agrees to pay for additional time for revisions requested by the Client. The Developer agrees to have the written or emailed agreement of the Client before spending such additional time. The hourly rate is $150 per hour and may be amended at any time by the Developer.

- The Client agrees to pay for staff training, web mastering and revisions to the Product at $150 per hour. The Client will authorize such work in advance in writing or by email. The rate may be amended at any time by the Developer.

- On any invoices (interim or final) remaining unpaid for a period of fifteen (15) days, a service charge of one and one half (1.5%) percent per month will be charged from the date the invoice is dated. This represents an annual rate of eighteen (18%) percent.

- In the event the Client fails to pay any bill or expense reimbursement beyond thirty (30) days, then the Developer may declare the entire unpaid amount immediately due and payable ("default"). In the event of default, the Client agrees to pay all reasonable costs of collection, including reasonable attorneys' fees and Court costs, to the extent allowed by law. Services such as web hosting may also be interrupted until the account is brought up to date and there might be a re-connection fee.

4. Confidential Information

- Developer shall receive and hold all Confidential Information in trust and confidence for Client.

- Developer may not use any Confidential Information except as authorized by Client and for the benefit of Client.

- The Developer may disclose Confidential Information only to those employees who have a "need to know" in order to help the Developer perform Services and who are legally bound to maintain confidentiality of the Confidential Information.

- The Developer shall be responsible for safekeeping of all materials and media containing Confidential Information and shall account for such materials and media at Client's request.

- Upon completion or termination of all or any relevant Services, the Developer shall deliver to the Client or destroy (as requested by the Client) all materials and media containing Confidential Information (including all copies and extracts thereof).

- The Developer shall certify its compliance with such obligation at the Client's request.

- These confidentiality obligations shall remain in effect until five (5) years after any relevant Services are completed or terminated and the Developer has delivered to the Client or destroyed materials and media containing Confidential Information associated with Services.

5. Rights in Work Product

• The Client retains copyright on all content and the Developer retains copyright on the original design elements and programming code for the Product.

6. Discontinuance of Service

• In the event that the Developer is unable for any reason to continue providing service,

    a) The Developer will make good-faith attempts to introduce the Client to companies capable of providing similar services:

    b) The programming files will be made available for $30,000 CAD.

• Two other options are available to the Client (an additional cost might apply):

    a) Programming code can be placed in escrow with a mutually agreed third party such as a lawyer or notary public.

    b) The Client can download the data files from the server at their convenience.

7. Quality Control

• Quality control of customization requested by the Client and/or occasional upgrades by the Developer will be a joint process. While the Developer will, upon request, perform a full quality check, the cost to the Client will be substantial. As an economical and practical approach, the Client's staff will participate in the quality control process, reporting anomalies to the Developer for prompt resolution.

8. General Provisions

• The Developer shall not be liable to the Client for any failure or delay caused by events beyond Developer's control, including, without limitation, the Client's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, accidents, materials, or equipment or technical failures.

• The Client shall defend, indemnify, and hold harmless the Developer from and against all claims, liability, losses, damages, and expenses (including attorneys' fees and court costs) arising from or in connection with the use or application of the Developer's work by the Client or any direct or indirect purchaser or licensee of the Client.

• It is assumed, and the Developer strongly recommends, that any and all materials, media, or Confidential Information provided by the Client to the Developer in order to perform Services will be in duplicate form and not the originals.

• The Developer shall not be liable to the Client for any loss or damage to any and all such materials, media, or Confidential Information, whether in duplicate or original, that are provided to the Developer from the Client in order to perform Services.

• This Agreement and the accompanying End User License Agreement supersedes all other communications, understandings, and agreements relating to the subject matter hereof, and may be amended only in writing.

• This Agreement shall be governed by the laws of the Province of British Columbia.

• All notices under this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses. All notices, demands and requests shall be effective upon delivery.

The Parties shall have the right from time to time to change their respective addresses.

- • No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by such other Party of any of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Venture of the same or any other obligations of such other Party hereunder. Failure on the part of a Party to complain of any act of failure to act of another Party or to declare another Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its right hereunder. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain such Party's consent in any future instance.

- Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

- Except as provided herein to the contrary, this Agreement shall be binding upon and ensure to the benefit of the Parties, their respective successors and permitted assigns.

- In the event any provision of this Agreement will be deemed invalid or void, in whole or in part by any court of competent jurisdiction, the remaining terms and provisions will remain in full force and effect.

- All headings and titles in this Agreement are for reference only and are not to be used in the interpretation of the terms hereof.

- Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

- Time shall be of essence in the performance of this Agreement.

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and SunRaye Enterprises for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

Some sections of the EULA pertain only to outright purchase of SAS.

1. GRANT OF LICENSE - "PER SERVER". SunRaye Enterprises grants you the following rights provided you comply with all terms and conditions of this EULA:

    i. SAS Software. You may install one copy of the SAS Software on a single Web Server.

    ii. Any number of Devices may use or access the SAS Software so long as you have acquired a valid license for each server running the SAS Software.

    iii. Reservation of Rights. SunRaye Enterprises reserves all rights not expressly granted to you in this EULA.

2. NO RENTAL/NO COMMERCIAL HOSTING. You may not rent, lease, lend, or provide commercial hosting services with the Product.

3. ADDITIONAL SOFTWARE/ COMPONENT LICENSES. This EULA applies to updates or supplements to the original Product provided by SunRaye Enterprises, unless we provide other terms along with the update or supplement.

4. TRANSFER-Internal. You may move the SAS Software to a different Server. Transfer to Third Party. The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, and this EULA. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms.

5. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

6. TERMINATION. Without prejudice to any other rights, SunRaye Enterprises may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

7. CONSENT TO USE OF DATA. You agree that SunRaye Enterprises and its affiliates may collect and use technical information you provide as a part of support services related to the Product. SunRaye Enterprises agrees not to use this information in a form that personally identifies you.

8. EXPORT RESTRICTIONS. You acknowledge that Product is of Canadaian origin. You agree to comply with all applicable international and national laws that apply to the Product as well as end-user, end-use and destination restrictions issued by Canadian and other governments.

9. LIMITED WARRANTY SunRaye Enterprises warrants that the Product will perform substantially in accordance with the accompanying materials for a period of one hundred eighty days from the date of receipt. If an implied warranty or condition is created by your province/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or

condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE ONE HUNDRED EIGHTY (180) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by SunRaye Enterprises, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Product does not meet SunRaye Enterprises' Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 16 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some provinces/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from province/jurisdiction to province/jurisdiction. YOUR EXCLUSIVE REMEDY. SunRaye Enterprises' and its suppliers' entire liability and your exclusive remedy shall be, at SunRaye Enterprises' option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to SunRaye Enterprises with a copy of your receipt. You will receive the remedy elected by SunRaye Enterprises without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to SunRaye Enterprises). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by SunRaye Enterprises are available without proof of purchase from an authorized international source. To exercise your remedy, contact: SunRaye Enterprises, 6438 Gilley Avenue, Burnaby, BC, Canada, V5H 3W7.

10. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, SunRaye Enterprises and its suppliers provide the Product and Support Services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUNRAYE ENTERPRISES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF

REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF SUNRAYE ENTERPRISES OR ANY SUPPLIER, AND EVEN IF SUNRAYE ENTERPRISES OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of SunRaye Enterprises and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by SunRaye Enterprises with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or CAD.$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 14, 15 and 16 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

13. APPLICABLE LAW. Unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of British Columbia, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Vancouver, British Columbia. If this Product was acquired outside Canada, then local law may apply.

14. ENTIRE AGREEMENT. This EULA, including any addendum or amendment to this EULA which is included with the Product, are the entire agreement between you and SunRaye Enterprises relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any SunRaye Enterprises policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.

15. The Product is protected by copyright and other intellectual property laws and treaties. SunRaye Enterprises or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.