**IDENT-A-KID SERVICES OF AMERICA, INC.**

**PILOT PROGRAM CONTRACT**

**for**

**IDENT-A-KID VISITOR MANAGEMENT SYSTEM**

This Agreement is made and entered into this \_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_ (the "**Effective Date**") by and between Ident-A-Kid Services of America, Inc., a Florida corporation ("**Company**"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Customer**").

**1.   PURPOSE AND SCOPE**

 Company shall provide necessary software, hardware, supplies and service to Customer as necessary to pilot its Ident-A-Kid Visitor Management system (IVM) before purchase is complete.

**2.   TERM**

 A pilot program has been requested for the following school within the School District below for a period of \_\_\_\_\_ days. Pilot commences on the date of the processed invoice and will end on the agreed upon expiration date.  Any agreement to extend must be in writing signed by both parties.

 **3.** **SERVICES and HARDWARE**

 **(a) Services and hardware provided by Company to Customer**:

* + Technical support – Phone, email, remote assistance, chat
	+ License for IVM
	+ Integration to School Information System (SIS)
	+ Training for end users on IVM
	+ Meeting with Onboarding Specialist to review policy
	+ 2 Dymo LabelWriter printers
	+ 1 Optical Scanner
	+ 2 Rolls of Visitor Labels (appox.500 Stickers)
	+ 1 Roll of Thermal Tape (approx. 900 slips)
	+ 1 USB Hub

**The value of all hardware and services provided are totaled to $\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Customer is to keep all packaging until the end of the pilot term.**

**4. DELIVERY AND RETURN OF HARDWARE**

The Hardware will be delivered to the Customer, at the Customers direction and expense. Customer may choose to retain and purchase the Pilot Hardware at the cost specified on the Pilot Tracking Invoice. If Customer chooses to return the Pilot Hardware upon expiration of the Pilot, return shipping cost of the Hardware will be the responsibility of the Customer. Tracking number(s) must be provided to the Company for the return shipment of the Hardware. Customer must return Pilot Hardware within 15 business days of the Pilot expiration date.

Should the Customer fail to provide tracking number(s) to the Company, or if the shipment does not arrive back to the Company within 15 business days of Pilot expiration, Customer will be liable to pay the full value of the Hardware to the Company.

Pilot Hardware must be returned in original packaging and must be in proper working and cosmetic order. Original packaging is defined as the original manufacturer packaging, including cords, adapters, informational booklets and all original materials.

Equipment will be returned to the Company at Ident-A-Kid National Office, 1780 102nd Avenue North, Suite 100, Saint Petersburg, FL 33716.

**5. PAYMENT**

The equipment provided is being loaned free of charge during the term outlined in the agreement, but the Customer must issue and submit a Purchase Order (PO) to Ident-A-Kid Services of America, 1780 102nd Ave. N. Suite 100, St. Petersburg, FL 33716, in the amount of the value of the hardware and services to the Company, and in reflection to the provided quote attached as Attachment A. Ident-A-Kid will create an invoice from the PO provided as a method for tracking issued hardware and services. This invoice is not to be paid until the term of the pilot is completed and only if the Customer will be keeping all hardware included or did not return the equipment as specified in Section 4 of this agreement. If the hardware is to be kept, we will honor the existing invoice and PO to be paid or accept a new PO to replace the current invoice and credit the hardware in hand.

**6. LICENSES TO BE ISSUED**

Company will provide software, services and hardware for IVM to the following locations.

School Name/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Contact Name/email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Name/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Contact Name/email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Name/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Contact Name/email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.   FORCE MAJEURE**

 Company will not be liable in any manner whatsoever to Customer for any failure or delay of the Company in supplying or delivering any Software or providing any maintenance, support or other services which is caused by an event of Force Majeure.  "Force Majeure" means any circumstance whatsoever which is not within the reasonable control of the Company, including an act of God, war, insurrection, riot, strike or other labor dispute, shortage or delay in delivery of materials, fire, explosion, flood, government requisition or allocation, breakdown of or damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules, or any inability to obtain or maintain any governmental permit or approval.

**8.   LIMITATION OF LIABILITIES**

THE CUMULATIVE LIABILITY OF COMPANY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, IS LIMITED TO THE TOTAL OF ALL CONSIDERATION RECEIVED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES AS A RESULT OF A BREACH OF THIS AGREEMENT OR AS A RESULT OF ANY INDEMNIFICATION OBLIGATIONS.

**9.   INTELLECTUAL PROPERTY**

 All right, title and interest in and to the Software and the Documentation, all know-how, methodologies and improvements associated with any of the foregoing and all trade names, trademarks and service marks used by Company in connection with any of the foregoing (collectively, the "**Intellectual Property**") are owned by Company or its affiliates.  The Intellectual Property is protected by intellectual property laws and international treaty provisions. This Agreement in no way entitles Customer to claim any ownership interest or other proprietary right in the Intellectual Property and, except as otherwise expressly set forth in this Agreement, Customer may not copy or otherwise use the Intellectual Property.  Customer will not dispute or contest for any reason whatsoever, during the Term of this Agreement or thereafter, the validity, ownership or enforceability of any of the Intellectual Property, nor attempt to acquire or damage the value of the goodwill associated with any of the Intellectual Property.

**14.   MISCELLANEOUS**

This Agreement: (**a**) may be amended or renewed only by a writing signed by each of the parties; (**b**) may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument; (**c**) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (**d**) will be governed by, and construed and enforced in accordance with, the laws of the United States of America and the State of Florida; (**e**) has headings and sections for convenience of reading only and may not be used for interpretative purposes; and (**f**) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns.

**15.   CURRENCY**

All of the dollar amounts mentioned in this Agreement or in the Schedules hereto shall be in US funds, unless otherwise specified denominations.

INTENDING TO BE LEGALLY BOUND, the parties sign and deliver this Agreement Effective Date, regardless of the actual date of signature.

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| CUSTOMER: | IDENT-A-KID SERVICES OF AMERICA, INC.  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Permanent Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  1780 102nd Ave. Ste. 100 St. Petersburg, FL 33716 |

**FAX TO: 727-576-8258 or EMAIL TO Sales@identakid.com**

**PLEASE ATTACH QUOTE**