

# End User License Agreement for Sketch Mac App

Please read this End User License Agreement (“EULA”) before You install and use the SPED – Plugin (“Plugin”).

By using the Plugin, You agree, without reservation to be bound by the terms of this EULA. If You do not agree with the terms of this EULA, please do not install or use this Plugin.

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant that You have full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept this EULA if You are not of legal age to form a binding contract with Helena Public School District #1 (“District”).

## Definitions

In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

- **“Activate”** enabling Plugin via the PowerSchool UI;
- **“Contributor”** You when You are assigned the role of contributor via the District and are actively participating in the development of Plugin;
- **“Developer”** The individual (or individuals) listed in the plugin documentation as developers.
- **“District”** Helena Public School District 1, 55 S. Rodney Helena MT 59601;
- **“Documentation”** any and all documents provided for the information about the plugin and its uses.
- **“Plugin”** the SPED – Plugin and any or all the files (or other media) used by You and developed as a part of the plugin.
- **“PowerSchool SIS”** the Student Information System purchased from and licensed through PowerSchool
- **“PowerSchool”** PowerSchool Group LLC, 150 Parkshore Dr., Folsom, CA 95630
- **“Updates”** any modified versions and updates of, and additions to the Plugin;
- **“Use”** the access, download, install, copy or get benefit from using the Plugin in accordance with the documentation;
- **“You”** You, the final and ultimate user of the Plugin or the authorized representative of a company or other legal entity that will be the final and ultimate user of the Plugin, and the company or other legal entity that will be the final and ultimate user of the Plugin, if applicable.

## General

1. This EULA applies to any version of the Plugin granted to You by the District for the use of the Plugin.
2. By downloading, installing and/or enabling and using the Plugin, You enter into this EULA with the District.
3. This EULA may be modified from time to time. The District will notify You of such modifications by using the email address used for the delivery of the Plugin. Any modifications to this EULA shall apply as of December 20, 2019.

## License

1. The District grants You a non-exclusive, non-transferable, limited, revocable license to Use the Plugin in accordance with this EULA. The District reserves all rights not expressly granted to You.
2. The Developer is and remains the owner of any intellectual property rights with respect to the Plugin. You shall not acquire any ownership to the Plugin as result of Your Use of the Plugin.
3. This license does not extend to or include any part of the PowerSchool SIS provided by PowerSchool or any other tool used in conjunction with the Plugin and not provided by the Developer or District.

## Permitted use and restrictions

1. In order to be able to install the Plugin and receive Updates and upgrades, Your computer shall have access to the Internet. Each installation of the Plugin requires a valid install of the PowerSchool SIS provided by PowerSchool.
2. You may Use the Plugin on as many instances of PowerSchool You have legal rights to.
3. You shall Use the Plugin in accordance with applicable laws and shall not:
  1. rent, lease, lend, sell, redistribute, or otherwise commercially exploit the Plugin;
  2. Use the Plugin for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity; or
  3. delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Plugin.
4. The District may modify the Plugin at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third-party infringement claim or to provide Updates and upgrades.

## Maintenance and support

1. The District will not notify You of any available Updates and upgrades.

2. The District does not imply support of the Plugin. This is not to say the District will not provide support as available.
3. You will be entitled to receive Updates free of charge.

## Use of data

1. The District will not collect any data in relation to the Plugin or its Use. The District may, at its discretion, contact You for feedback or enhancement requests for the Plugin.

## Disclaimer

1. You Use the Plugin at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
2. The Plugin and accompanying documentation are provided on an “as is” and “as available” basis without warranty - express or implied - of any kind, and the District specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by the District, its employees, or the Developer shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.
3. The Plugin provides some basic data validation. This in no way warrants the data or ensures that the data entered is accurate and valid and all data and its integrity shall be the sole responsibility of You.

## Liability limitation

1. The District and any third party that has been involved in the creation, production, or delivery of the Plugin shall not be liable for any damages arising out of or in any way relating to the Plugin.
2. The District and any third party that has been involved in the creation, production, or delivery of the Plugin are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the use or inability to use the Sketch Mac App).

## Termination

1. This EULA will continue to be in force until the expiry or termination of the Plugin or its Use by You.
2. The Plugin shall terminate in the case the District informs You the Plugin is no longer valid and supported in any capacity automatically.
3. The District is entitled to inform You to terminate Use of the Plugin with immediate effect and without prior notice in the event You fail to comply with the terms in this EULA or in the event the District is required to do so by law or an order of an applicable court.

4. Upon termination of the Plugin, all Use of the Plugin by You shall be at your own risk and You assume all liability.
5. You acknowledge that the provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA.

## Governing law and disputes

1. This EULA shall be governed by and construed in accordance with the laws of the United States and the State of Montana, excluding its conflicts of law rules.
2. Any dispute between the District and You shall exclusively be submitted to the competent court in Lewis and Clark County, Montana, United States.