

Software Acquisition Agreement

This Software Acquisition Agreement ("**Agreement**"), effective as of [DATE] ("**Effective Date**"), is entered into by and between SourceWell , a [SELLER STATE OF ORGANIZATION] [TYPE OF LEGAL ENTITY] having its principal place of business at [ADDRESS] ("**Seller**") and [NAME OF BUYER], a [BUYER STATE OF ORGANIZATION] [TYPE OF LEGAL ENTITY] having its principal place of business at [ADDRESS] ("**Buyer**").

WHEREAS, Seller is willing to convey, transfer, and assign to Buyer all right, title, and interest in and to computer software formerly known as FeePay that was once used as an online payment system for school activities ("Software");

WHEREAS, the Software was discontinued in August 2020 and has not been in operation or use since that time

WHEREAS, Buyer wishes to obtain all of Seller's right, title, and interest in and to the Software ;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment Grant. Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest throughout the world in and to the Software as constituted as of the Effective Date, including any and all of Seller's intellectual property, proprietary, and other rights, interests, and assets comprising, comprised by, or relating to the Software (collectively, "**Acquired Rights**").

2. Purchase Price.

(a) The aggregate purchase price for the Acquired Rights shall be (\$ [PURCHASE PRICE IN NUMBERS]) (the "**Purchase Price**").

(b) Buyer shall pay the Purchase Price upon full execution of this Agreement. Payment shall be made in US dollars [by wire transfer of immediately available funds to the following account: [ACCOUNT INFORMATION FOR WIRE TRANSFER]/according to the following procedure: [PROCEDURE FOR PAYMENT]].

3. Representations and Warranties.

(a) Representations and Warranties of Seller. **THE SOFTWARE IS BEING SOLD AS IS. SELLER MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, OR INDEMNITIES, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE . SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR**

PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR THAT THE SOFTWARE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR THE PARTICULAR NEEDS OF BUYER OR ANY INTENDED USER OR THIRD PARTY.

4. Indemnification.

Buyer shall defend, indemnify, and hold harmless Seller from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding related to the use or sale of the Software by Buyer.

5. Limitations of Liability.

5.1 IN NO EVENT WILL SELLER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES

6. General.

6.1 Relationship of the Parties. The relationship between the Seller and Buyer is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

6.2 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement.

6.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Seller: [SELLER NAME]
 Facsimile: [FAX NUMBER]
 [E-mail: [EMAIL ADDRESS]]
 Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]
 Title:
If to Buyer: [BUYER NAME]
 Facsimile: [FAX NUMBER]

[E-mail: [EMAIL ADDRESS]]

Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

Title:

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile [or email] ([in each case,]with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

6.4 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, instruments, and agreements, both written and oral, with respect to such subject matter. Neither party has relied on any statement, representation, warranty, or agreement of the other party or of any other person on such other party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, and agreements expressly contained in this Agreement.

6.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each of Buyer and Seller.

6.7 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

6.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6.9 Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Minnesota in each case located in the City of Minneapolis and County of Hennepin and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile[, email, or other means of electronic transmission (to which a signed PDF copy is attached)] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement by their respective officers thereunto duly authorized as of the date first above written.

[NAME OF SELLER]

By: _____

Name: _____

Title: _____

[NAME OF BUYER]

By: _____

Name: _____

Title: _____

SCHEDULE 1

SOFTWARE DESCRIPTION

The FeePay solution was discontinued in August of 2020 and has not been in operation since that time. The code for the system was archived at that time and has had no additional changes made since. The software code and any related documentation will be delivered AS-IS in the form and format that exists as of the effective date of this Agreement.

Online payment and activities management

FeePay is a comprehensive online payment system for school activities, meals, athletics, and more. It provides a central place for managing all aspects of electronic program enrollment and online payment. It includes:

- FeePay fees
- FeePay activities
- FeePay meal