

ROYALTY AGREEMENT CONTRACT

THIS AGREEMENT the “Agreement”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Canutillo Independent School District (“School District”) on the following terms and conditions:

Publisher is providing the School District’s Advertising Program (“DAP”) for the www.canutilloisd.org/ website (“WEB”), as assemblage of industry specific business oriented text, graphics, applications and content incorporated into the website. All content obtained from the School District will be in proper electronic or other mutually agreed upon format. Publisher and the School District agree that the terms and conditions set forth below shall govern the relationship between them relating to the DAP.

NOW, THEREFORE, in consideration of the foregoing and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

For purposes of this Agreement and unless otherwise defined herein, the following terms will have the indicated meanings:

- a. “Annual Publishing Cycle” means the 12-month period from September 15th of each year through September 14th of the following calendar year.
- b. “Commencement Date” means September 15th, 2024

W I T N E S E T H

1. Publisher’s Responsibilities. Publisher shall be responsible for all aspects of the design and creation of advertisements sold for DAP. Publisher shall design and implement presentations for attractive communication of sponsor messages and graphics. Publisher shall design and coordinate the sponsor sales effort, including pricing and all sponsor opportunities. Publisher shall determine the date of campaign launch to the sponsors. Publisher shall coordinate with sponsors on the receipt of graphic, and text elements. Publisher shall provide DAP for WEB when new content is received from sponsors. Publisher shall provide ongoing support of the DAP throughout the term of the Agreement. Further, the Publisher shall bill and collect sponsor payments. The School District shall have the right, with reasonable notice, to review Publisher’s accounting records for the DAP in Publisher’s offices.

2. The School District’s Responsibilities. The School District determines the location and size specifications for DAP on WEB. The School District has sole approval over which DAP can be used at any given time on WEB. Publisher will immediately remove any DAP from WEB that the School District does not want to run for any reason whatsoever. The School District shall announce the Publisher’s DAP programs to the School District’s constituents and members. The School District shall provide distribution of DAP with WEB in a mutually agreed upon format.

3. Payments. Publisher hereby agrees to pay to School District 40% royalty for distribution of DAP within WEB to the School District. Royalty payments shall be based upon collected revenue, net of any applicable taxes, collection and credit card fees (“Revenue”) and are payable within fifteen (15) business days after the end of each quarter. Publisher will take any chargebacks out of the next quarter’s payment. For example, if a client buys advertising in Q3 and cancels in Q4 before any advertising has been ran in the WEB, the Publisher shall deduct that amount out of Q4’s royalty payment, which is paid on January 15th.

4. Term of Agreement. The initial term of Agreement shall commence on the Commencement Date. Unless terminated earlier under Section 13 (“Termination”), this Agreement shall continue in full force and effect for one (1) years from the Commencement Date. This Agreement will be automatically renewed for additional one-year period unless at least sixty (60) days in advance written notice of non-renewal is given by either party.

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5. Licenses. During the term of this Agreement, the School District hereby licenses to Publisher for use as an integrated part of the DAP on a non-exclusive basis all data, databases, graphics, templates, software programs (including JAVA applets) and other material that it contributes to the development or operation of advertising pursuant to this Agreement, which license includes the right to modify, publish and copy, to have modified, published and copied, such materials for purposes of developing, hosting, maintaining and the electronic advertising for internet access and use, and notwithstanding termination of this Agreement, for copying and distributing the advertising as an example of Publisher’s services for marketing and promotional services. Publisher acknowledges the School District’s exclusive right, title, and interest in and to the School District trade name and logo and the School District trade shows and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of such right, title and interest, in connection with the use of the School District’s Trade Name or the School District’s logo. Further, Publisher agrees not to represent in any manner that it has any ownership in the School District Trade Name of its logo. Publisher further acknowledges that use of the School District Trade Name and the School District logo shall not create in its favor any other right, title, or interest in as to the School District Trade Name or its logo, but all uses of the School District Trade Name and its logo shall inure to the benefit of the School District. Other than the forgoing licenses, neither party intends to transfer or assign to the other any rights or interest in any copyright, patent, trade secret or other right or interest that it may possess.

6. Confidentiality. Each party here acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, e-mail lists, visitor lists and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to School District WEB. Confidential information does not include (i) Information already known or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the party, or (iii) Information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party’s Confidential Information except in performing its obligations under this Agreement, or as required by law, including but not limited to the Texas Public Information Act. Each party shall use the same degree of care in the safeguarding the other party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright trademark or trade secret legends.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 (“Licenses”) or Section 6 (“Confidentiality”) would cause irreparable harm to the other party not adequately compensable by monetary damages. It is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions. Violation of this provision will result in a material breach and will be grounds for termination by the non-breaching party.

8. Force Majeure. Each party is excused from any failure or delay in performance of

responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment software or services not supplied by the party. Nothing here enlarges any warranty or diminishes any disclaimer provided in section 10 (“Warranties”). Each party agrees that in the event such an occurrence takes place it will make every effort to inform the other of said occurrence within a reasonable period of time.

9. Regulation of Certain Content. Publisher is a mere distributor of DAP and is relying on the School District to prescreen or editorially control the School District content. Publisher reserves the right to request the removal of information in the DAP brought to its attention which, in its reasonable discretion, it deems detrimental to the WEB, or any person. Both parties agree not to include in the DAP any material which a reasonable person would consider abusive (e.g., foul language, inappropriate images, content not consistent with the School District’s policy, *etc.*), and including content provided through non- School District sources to WEB promotion partners and School Districts.

10. Warranties. The following provision are subject to Section 11 (“Limitation of Liabilities”).

- a. Noninfringement Warranty. The School District warrants that any content obtained from the School District and distributed through the WEB will not infringe or misappropriate any copyright trademark, patent, or the trade secrets of any third person, or otherwise violate this Agreement or any applicable law. The School District will use best efforts to notify Publisher of any action and Publisher has rights to defend that action. Publisher warrants that any Publisher content it distributes through the WEB will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third person or otherwise violate this Agreement or any applicable law. Publisher will use best efforts to notify the School District of any action and the School District has right to defend that action.
- b. Limited Performance Warranty. Publisher warrants to the School District that it will make its best effort during the term of this Agreement to perform its services in a competent and workman-like manner and to ensure the WEB operates substantially according to the agreed-to specifications. Publisher does not warrant that it will be able to correct all reported defects or that use of the DAP will be uninterrupted or error free. Publisher makes no warranty regarding features or services provided by third parties (“especially internet telecommunication service or Web Browser software”) which are provided “as is” and “as available”. EXCEPT AS SET FORTH ABOVE, PUBLISHER MAKES NO WARRANTY EXPRESSED OR IMPLIED. PUBLISHER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation or risk:

- a. School District Remedies. The School District agrees that if the Publisher violates any warranty or other provision of this Agreement, the School District's remedies may include a refund of the total amount paid to Publisher during the previous twelve (12) months to the extent permissible by law.

- b. Publisher Remedies. The Publisher agrees that if the School District violates any provision of this Agreement, and School District determines other corrective action is not economically or technically feasible, the Publisher's sole and exclusive remedy will be to obtain an amount equal to the Royalty payment already paid to School District for services rendered hereunder during the previous twelve (12) months

12. Attorneys' Fees. In any suit of action brought concerning this Agreement, its interpretation, performance or breach, the prevailing party's costs of such action, including reasonable attorneys' fees shall be paid by the other party.

13. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within thirty (30) days of written notice to correct such default or commence corrective action reasonable acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties right and obligations under Section 5 ("Licensees"), Section 10 ("Warranties"), Section 11 ("Limitation of Liabilities"). Upon termination, all previously established DAP delivered through Publisher shall be honored until expiration within the WEB. Notwithstanding termination of this Agreement, Publisher shall remain obligated after any such termination to pay the School District all Royalties that were earned and accrued during the term of this Agreement. In addition to the foregoing, the School District may terminate this agreement for convenience and for any reason by providing not less than 60 days' advance written notice to Publisher.

14. U.S. Government Restricted rights. The WEB (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the rights in Commercial Computer Software clause at DRARS 22.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Publisher and the School District with respect to the provision of services under WEB and supersedes and replaces any and all other agreements and representation, verbal or written, with respect to the subject matter of this Agreement. There are no representations, warranties or agreements made or relied upon by either party with respect to the subject matter of this Agreement that are not contained in this Agreement.

16. No Waiver. A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto will not be construed to be a waiver of such provision or rights, not to affect the validity of this Agreement. The exercise by a party of any right under the terms of covenants contained herein shall not preclude or prejudice the exercising thereafter of the same or other right under this Agreement.

17. Controlling Law. This Agreement has been executed in El Paso, Texas and shall be governed in accordance with the laws of the State of Texas in every respect. Any action concerning, arising from or related to this Agreement, its negotiation, interpretation, performance or breach, shall be brought only in a court of competent jurisdiction in El Paso, Texas.

18. Joint Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the School District and Publisher or to make

either jointly liable with the other for any obligation arising out of the activities and services contemplated by this Agreement. Publisher's relationship with the School District in the performance of this Agreement is that of any independent contractor. All persons performing services which are to be performed by Publisher under this Agreement shall at all times be under Publisher's exclusive direction and control and shall be employees or agents of Publisher and not the School District.

19. Notice. Notice shall be deemed to be given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, addressed to a party at its address shown below. The address of either party may be changed at any time and from time to time by written notice to the other party.

Publisher	Canutillo ISD
Thomas Evans	Gustavo Reveles
Vice President of Sales	Director of Communications and Marketing
500 N. Central Expy #231	7965 Artercraft
Plano, Texas 75074	Canutillo, TX 79835
Tel. 214-620-2091	Tel: 915-877-7481

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the 15th day of September, 2024.

Thomas Evans, School Revenue Partners **Gustavo Reveles, Director of Communications and Marketing**

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____