

Georgetown ISD, herein after referred to as District
Web Site (Online Sourcing) Application Terms and Conditions of Access and Use

The District's online sourcing application is powered by software provided by Ion Wave Technologies, Inc. (IWT) <http://www.ionwave.net>. The terms and conditions of use herein represent the terms and conditions of use of the District and IWT as a designated agent.

Only individuals with the authority to accept this agreement and abide by its Terms and Conditions should register. Registering individual and company is herein after referred to as User. Registering with this online sourcing web site alone DOES NOT constitute acceptance as a User, Approved Vendor, or Awarded Vendor, nor does registration promise access to any solicitation, notification, or award.

The content and solicitations of this system are intended for the sole use of authorized users and MAY NOT be resold, republished, or referenced without the District and IWT's expressed written consent.

In order to use this site, user's browser must support JavaScript, allow Popup Windows and Session Cookies. A current internet browser is recommended. Visit the "Browser Requirements" link located on the login page for a complete listing of recommended and supported internet browsers.

Use of Pop-Up Blocking Software: User agrees to disable pop-up blocking software when accessing and using this site.

Trusted Site: User agrees to make this site a "trusted" site in user's browser's internet options configuration.

Use of Spam Filters: User agrees to enable the delivery and acceptance of all email coming from @customer.ionwave.net and the District.

USING THE DISTRICT'S ONLINE SOURCING WEB SITE APPLICATION:

The following terms and conditions apply to user's use of any part of this online sourcing system (also referred to as "web site") each time that you use it. By registering as a user, you accept and agree to be bound by these terms and conditions.

The following terms and conditions are not the District's Bid Terms and Conditions. Bid Terms and Conditions will be included within the application and attached to each bid opportunity.

Registration Obligations:

The District is not responsible for and accepts no liability for any technical problems that result from using this Web site application.

In consideration of user's use of the web site, user agrees to provide true, accurate, current and complete information about user's organization. If user provides any information that is untrue, inaccurate, not current or is incomplete, or the District has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the District has the right to suspend or terminate user's account and refuse any and all current or future use of the web site (or any portion thereof). Users are responsible for keeping their information current on this web site. Users are encouraged to utilize an email address or set up multiple

email accounts that are regularly read to insure that incoming mail notices are read on a regular basis.

User will be financially and legally responsible for damages resulting in user's illicit or willful mis-use of the application including but not limited to hacking attempts, attempts to gain unauthorized access the application, directories, and/or encrypted data, attempts to change system generated documents and reports, attempts to change the text of email notifications, changes and/or any mis-representation of attached files. The District and/or its agents will prosecute any such attempts to the fullest extent of the law.

Amending This Agreement:

From time to time, the District may make changes to this agreement. The District reserves the right to amend the provisions of this agreement at any time by posting these amendments on this web site. The amended agreement shall become effective immediately, and it is user's responsibility to monitor this site for notices of such amendments.

Eligibility:

The web site is available only to the District, its designated agents, and properly registered users who desire to, have entered into, or are choosing to enter into legally binding contracts with the District under applicable law for legitimate business purposes as further limited below with an email address and one of the browsers specified above. The content and solicitations of this system are intended for the sole use of authorized users and MAY NOT be resold, republished, or referenced without the District and IWT's expressed written consent. If the user does not qualify under the foregoing, user may not use the District's online sourcing system.

Nature of Site:

- Venue Only. The web site acts as an electronic marketplace for the District, its component and registered users.
- The District's online sourcing application utilizes the Internet and the World Wide Web which is comprised of systems that are completely out of the District's control including but not limited to: the District, its agents, and registered users' respective internet service providers. The District and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and or user errors. All bids must be submitted before the due date regardless of user's organization's ability to submit bids online. It is the users' responsibility to ensure that bid documents arrive before the due date and time.
- The District reserves the right to extend bid due dates and times, issue bid addenda, or cancel and reissue bid opportunities when the District determines the act to be in the best interest of the District, its agents, its component and registered users.
- Email. The District's online sourcing application utilizes email to distribute bid notifications and related information. User recognizes and agrees that the District, nor its agents, can guarantee email delivery due to the fact that the internet is comprised of systems that are completely out of the District's control including but not limited to: the District, its agents, and registered users' respective internet service and email providers. The District and its agents are not responsible for email failures, email delivery failures, Internet outages, slowness, hardware failures, software failures including but not limited to operating systems and internet browsers, downtime, acts of God, power failures, and or user errors.

- Time Remaining. The District's Online Sourcing Application displays the time remaining for each event. This is the District's Official Time remaining for the sourcing event. No other time clock, regardless of reputation, will be considered.

- Time Remaining Display. The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining display.

- Time Zone Setting. The District's Online Sourcing Application includes capabilities for users to see the timing remaining in the user's native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for user's company and web site users.

- Electronic Signature (Digital Signature). User acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions. User further agrees that only individuals with signature authority will submit a response.

- Award Notifications. District will furnish the successful bidder/offeror with a formal Purchase Order (or Contract). In no case shall delivery or fulfillment be made to any location without a Purchase Order number and prior approval of the Office of Purchasing. BE ADVISED THAT A PURCHASE ORDER OR CONTRACT IS REQUIRED PRIOR TO THE DELIVERY OF ANY GOODS AND/OR SERVICES. IF YOU PROVIDE GOODS AND/OR SERVICES FOR THE DISTRICT WITHOUT A PURCHASE ORDER OR CONTRACT FROM THE PURCHASING DEPARTMENT, USER DOES SO AT USER'S OWN RISK AND HAS NO ASSURANCE OF PAYMENT.

- User registration and/or account activation does not constitute a commitment by District or imply user's guaranteed participation in all events/bids/proposals within user's registered commodity.

- Support. User understands and agrees that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). User also understands and agrees that internet access, browsers, and operating systems are not supported by the District and/or its agents. Users are strongly encouraged to review, create, and submit all electronic bid responses several days in advance of the due date and time.

- File Attachments. User agrees to attach file(s) to their bid response only when requested by the District. User agrees to the application's state file size limitations.

- Email Opt-In. User agrees to receive to all system email sent by the District. User will not label, mark, or designate any email coming from this system as SPAM, JUNK, or provide any similar feedback to a common email carrier in regards to email received from this system.

Waiver and Indemnification:

IN NO EVENT WILL THE DISTRICT, IWT, OR ITS AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGE. IN ADDITION, USER WILL INDEMNIFY, DEFEND AND HOLD THE DISTRICT, IWT, AND/OR ITS DESIGNATED

AGENTS HARMLESS FROM ANY AND ALL LOSS, COST, DAMAGE, CLAIMS, OR DEMAND OF ANY KIND OR NATURE WHATEVER THAT ARISE IN ANY WAY OUT OF USER'S USE OF THE ONLINE SOURCING APPLICATION WEB SITE, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY CLAIMS.

User's Information:

User's information includes any information User provides to the District during the use of the web site. With respect to User's Information:

1. User is solely responsible for User's Information, and web site acts as a passive conduit for User's online distribution and publication of User's information. However, the District may take any action with respect to such information the District deems necessary or appropriate in the District's sole discretion if the District believes it may create liability for, or loss to, the District, its agents, or other users, or may cause the District to lose (in whole or in part) the services of the District's ISPs or other users.

2. User's information and User's products and/or services listed in a submitted bid or for sale on the web site:

- (a) shall not be false, inaccurate, or misleading;
- (b) shall not be fraudulent or involve the sale of counterfeit or stolen items;
- (c) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy;
- (d) shall not violate any law, statute, ordinance, or regulation of any jurisdiction (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- (e) shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
- (f) shall not contain pornography or otherwise be harmful to minors;
- (g) shall not contain any viruses or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (h) shall not include, illegal weapons, or explosives; any illegal drugs or drug paraphernalia; and
- (i) shall not link directly or indirectly to or include descriptions of products or services:
 - (1) that are prohibited under these Terms and Conditions of Use or the fruits of such prohibited products or services, or
 - (2) to which User does not have a right to link or include. Furthermore, User may not post on the web site or sell through the web site any product or service that could cause the District to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.

3. User's information is to be used by the District so that the District is not violating any rights User might have in that information.

4. The District may refer users' email and contact information to other entities desiring to utilize the same online sourcing application.

Links to Third Party Sites:

The District's online sourcing web site may contain links to third-party websites that are not under the control or operation of the District. The District provides any such links only as a convenience and does not endorse and is not responsible for the contents of any linked site or any site linked to from a linked site.

Copyright:

The online sourcing software is copyrighted and protected by United States copyright laws. IWT is the exclusive owner, authorized licensor, or licensee of any and all copyrights, trademarks, service marks, and any other intellectual property right in the software. User may print and download portions of the materials contained on the web site for User's non-commercial use provided User maintains the copyright notice and any other notices that appear on any such copies. Any other copying, redistribution, publication, or retransmission of any portion of the materials on the web site is strictly prohibited without the express written permission of IWT.

**CLICKING TO AGREE WITH THE TERMS AND CONDITIONS OF USE STATED ABOVE
COMMITTS USER AND USER'S ORGANIZATION TO THE DISTRICT'S TERMS AND
CONDITIONS FOR USE OF THE ONLINE SOURCING APPLICATION.**