

Ardmore Board of Education Special Meeting

Friday, October 31, 2025 12:30 PM

Ardmore Administration Center - Board Room, 611 Veterans Blvd., Ardmore, OK 73401

1. Call the meeting to order, establish a quorum [roll call] and state compliance with the Open Meeting Act. [Harry Spring, Board President]
2. Consider and take action on the purchase of two (2) 2025 GMC Sierra 2500 4-Wheel Drive Regular Cab Pro Pick-up Trucks at \$49,500.00 each. [Andy Davis, Superintendent]
3. Consider and take action on the Gammon Applications LLC License Agreement for the 2025-2026 school year.
4. Adjournment at 12:31 p.m.

Posted this _____ day of _____, 20____, at _____ o'clock _____.M., at the south entrance of the Administration Center, 611 Veterans Blvd., Ardmore, OK 73401. Notice for this meeting was provided & verified Carter County Clerk on _____.

Terrie Colaw, Board Minutes Clerk



Vanguard GMC of Sherman
 3314 Texoma Pkwy
 Sherman
 TX, 75090
<https://www.vanguardbuickgmcofsherman.com/contact.htm>

Deal # 68538 RICKY THOMAS
 Contact Sales: (903) 892 - 1561
 gmcleads@vanguardautogroup.net

RT

Ardmore Public School
 +1-(580) 221 - 3001 | +1-(580) 504 - 6864 | denny@ardmorepublicschool.com
 Ardmore, OK 73401

2025 GMC 2500HD Sierra
 Pro

VIN : 1GT3ULE76SF241117 | Stock # : SF241117
 Mileage : 5 mi
 Color : SUMMIT WHITE

Cash

\$0.00
 Customer Cash **\$49,500.00**

Payment Detail

MSRP	\$53,975.00
Discount	\$4,043.48
Selling Price	\$49,931.52
Rebates	\$1,000.00
Your Price	\$48,931.52
Total Savings	\$5,043.48
Fees	\$568.48
Taxes 0	\$0.00
Amount Financed	\$49,500.00

X

Customer Signature & Date

X

RICHARD AYALA | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 15000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.



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 TX, 75090

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68514

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RT

Ardmore Public School

+1-(580) 221 - 3001 | +1-(580) 504 - 6864 | denny@ardmorepublicschool.com
 Ardmore, OK 73401

2025 GMC 2500HD Sierra Pro

VIN : 1GT3ULE78SF242771 | Stock # : SF242771
 Mileage : 5 mi
 Color : SUMMIT WHITE

Cash

\$0.00
 Customer Cash **\$49,500.00**

Payment Detail

MSRP	\$53,975.00
Discount	\$4,043.48
Selling Price	\$49,931.52
Rebates	\$1,000.00
Your Price	\$48,931.52
Total Savings	\$5,043.48
Fees	\$568.48
Taxes 0	\$0.00
Amount Financed	\$49,500.00

X

Customer Signature & Date

X

Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Lease includes a \$1,000.00 cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 15,000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VANGUARD GMC OF SHERMAN		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	5 Address (number, street, and apt. or suite no.) See instructions. 3314 TEXOMA PARKWAY		Requester's name and address (optional)
	6 City, state, and ZIP code SHERMAN, TX 75090		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	8	-	2	0	6	1	5	4	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Craig Campbell</i>	Date ▶ 02.15.2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



2025 SIERRA 2500 4WD REGULAR CAB PRO

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 6.6L V8, GASOLINE
TRANS: ALLISON 10-SPEED AUTO



STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST
- *SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY

- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE

- AUTOMATIC EMERGENCY BRAKING
- REAR VISION CAMERA
- TEEN DRIVER MODE

PERFORMANCE & MECHANICAL

- CRUISE CONTROL
- AUTO LOCKING REAR DIFF
- 2SPD ELECTRONIC TRANSFER CASE
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILER BRAKE CONTROLLER
- TRAILERING PACKAGE

CONNECTIVITY & TECHNOLOGY

- GMC INFOTAINMENT SYSTEM 7" DIAG. COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE:

BLUETOOTH AUDIO STREAMING, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE

- 8 YEARS ONSTAR BASICS

SEE ONSTAR.COM FOR TERMS

INTERIOR

- AIR CONDITIONING
- FRONT 40/20/40 BENCH SEATS WITH CENTER ARMREST STORAGE
- RUBBERIZED-VINYL FLOOR COVERING

EXTERIOR

- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS
- CHROME FRONT & REAR BUMPERS
- HEADLAMPS, ANIMATED LED PROJECTORS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$49,100.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

- 1SA PRO SAFETY PLUS PACKAGE 1,100.00
- FRONT AND REAR PARK ASSIST
- LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT
- REAR CROSS TRAFFIC ALERT
- TRAILERING MIRRORS, HEATED CONVENIENCE PACKAGE 700.00
- EZ LIFT POWER LOCK AND RELEASE TAILGATE
- TINTED GLASS
- LED CARGO BED LIGHTING
- REAR-WINDOW DEFOGGER
- 18" 8-SPOKE PAINTED STEEL WHEELS 300.00
- SNOW PLOW PREP / CAMPER PACKAGE 300.00
- ALTERNATOR, 220 AMPS
- INCREASED FRONT GAWR
- SKID PLATES
- ROOF EMERGENCY LIGHT

Visit us at www.gmc.com

PROVISIONS W/ PASS THROUGH 120 VOLT POWER OUTLET IN INSTRUMENT PANEL CARGO BED	225.00
ALL TERRAIN TIRES	200.00
LED ROOF MARKER LAMPS	55.00
REAR AXLE - 3.73 RATIO	INC.
GVWR, 10,650 LBS. (4831 KG)	INC.
TOTAL OPTIONS	\$2,880.00
TOTAL VEHICLE & OPTIONS	\$51,980.00
DESTINATION CHARGE	1,995.00

TOTAL VEHICLE PRICE* \$53,975.00

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



Equipped with the safety and security of OnStar!

Visit onstar.com for details.

onstar.com/univacy

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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GMLBL_PROD_0043 - 10/23/2023

ORDER NO 0WVCHB SALES CODE E
SALES MODEL CODE TK0903
DEALER NO 08224
FINAL ASSEMBLY:
FLINT, MI U.S.A.

VIN 1GT3ULE76SF241117 REISSUE

DEALER TO WHOM DELIVERED
VANGUARD GMC OF SHERMAN
3318 TEXOMA PARKWAY
SHERMAN, TX 75090-1914





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EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

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onstar.com/orwv

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GM/BL, PRCD, 0043 - 10/23/09/23

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FINAL ASSEMBLY:
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VIN 1GT3ULE78SF242771 REISSUE

DEALER TO WHOM DELIVERED
VANGUARD GMC OF SHERMAN
3318 TEXOMA PARKWAY
SHERMAN, TX 75090-1914



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”), is dated as of this 1st day of July, 2025 (the “**Effective Date**”), by and between Gammon Applications, LLC, an Arkansas limited liability company (“**Licensor**”), and Ardmore Middle School in Ardmore City Schools, an Oklahoma public school (“**Licensee**”). Licensor and Licensee are referred to collectively in this Agreement as the “**Parties**.”

RECITALS:

WHEREAS, Licensor is principally situated at 111 Woodcliff Lane, Rogers, Arkansas 72756 (the “**Licensor’s Place of Business**”);

WHEREAS, Licensee is principally situated at 611 Veterans Blvd, Ardmore, Oklahoma 73401;

WHEREAS, Licensor has developed and owns certain educational scheduling software named RTI Scheduler (“**Software**”);

WHEREAS, Licensor holds intellectual property rights in the Software;

WHEREAS, Licensee now desires a license from Licensor for use of the Software for educational purposes; and

WHEREAS, Licensor now desires to grant Licensee a license for use of the Software for educational purposes only, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and obligations undertaken herein, Licensor and Licensee agree as follows:

ARTICLE I GRANT OF LICENSE

1.01 License. Subject to the other terms and conditions of this Agreement, Licensor hereby grants to Licensee, as of the Effective Date, the right and license to use the Software for educational purposes. The license granted herein is non-transferable and non-assignable.

ARTICLE II TERM, PAYMENT, AND SERVICE

2.01 Term. The term of the Agreement will expire at the end of Licensee’s fiscal year, which is June 30, 2026. Based upon this date, Licensee shall indicate the initial term of the Agreement (the “**Initial Term**”) by marking one of the following boxes:

- “**Full Year Term**” — Any period of time not longer than twelve (12) calendar months from the Effective Date, but equal to or greater than six (6) calendar months from the Effective Date.
- “**Half Year Term**” — Any period of time not longer than six (6) calendar months from the Effective Date.

2.02. Renewal. Licensee may, at its option, renew this Agreement for a twelve (12) calendar month term (“**Subsequent Term**”) if Licensee provides to Licensor written notice not less than thirty (30) days prior to the end of the Initial Term or any Subsequent Terms and if Licensee is not in breach of the Agreement.

2.03 License Fee. In consideration of the rights and the license being granted to it hereunder, at the time this Agreement is executed, Licensee shall pay to Licensor a fee for use of the Software during the Initial Term (“**License Fee**”). The per-student License Fee is based on Licensee’s expected enrollment number, as measured by the number of students enrolled on or about the Effective Date. The expected enrollment number shall be disclosed to Licensor prior to execution of this Agreement, or prior to renewal of the Agreement for any Subsequent Term.

During the Initial Term, the License Fee will be based on the type of term selected by Licensee in Section 2.01, as reflected in this chart.

Term	License Fee
Full Year Term	\$2.00 per student
Half Year Term	\$1.00 per student

Upon Licensee’s renewal of this Agreement, Licensee must pay to Licensor a new License Fee on the day any Subsequent Term begins. For all Subsequent Terms, the License Fee is subject to review and revision by Licensor.

2.04 Excess Student Enrollment Fee. Licensee is permitted to enroll students at a five percent (5%) rate over the expected student enrollment number disclosed to Licensor, as discussed in section 2.03 above. Licensee may make a written request to Licensor for additional student licenses if the enrollment number exceeds the five percent (5%) rate; however, any additional student licenses over the five percent (5%) permitted rate will cost \$2.00 per student (“**Excess License Fee**”), irrespective of the term in effect at the time Licensee makes the request.

2.05 Management Fee and Training. In consideration of the rights and licenses being granted to it hereunder, Licensee shall pay to Licensor a management fee of \$2000.00 (“**Management Fee**”). The Parties acknowledge that the Management Fee fairly compensates Licensor for setting up the Software and providing necessary maintenance. In exchange for this Management Fee, Licensor shall provide three (3) hours of virtual training and consulting by individuals authorized by Licensee (“**Schedulers**”) regarding the use of the Software.

2.06 Use of Software. Licensee must utilize an electronic mail account through Google or Microsoft to access the service. Upon the Effective Date, Licensee is permitted to use the Software for the following purposes:

- (a) Maintaining a list of current students;
- (b) Maintaining a list of current instructors;
- (c) Maintaining a list of current student advisory instructors;
- (d) Maintaining a list of offered courses;

- (e) Maintaining an imported list (in a format specified by the scheduling tool) of student course enrollments containing information related to a student's classroom schedule and instructors;
- (f) Granting scheduling tool access to school administrators;
- (g) Creating sessions within each schedule;
- (h) Enrolling students to sessions within a schedule;
- (i) Identifying instructors that have not created a session;
- (j) Identifying students that have not been enrolled for each schedule;
- (k) Sending email notifications and links asking instructors to create a session for a schedule;
- (l) Sending email notifications and links to students asking them to self-enroll for certain sessions within a schedule; and
- (m) Sending email notifications to students with their session for a schedule.

2.07 Consulting Services. Upon written request by Licensee to Licensor, Licensor may send Schedulers to provide additional consulting regarding the Software outside of the initial training and consulting periods described in section 2.05 above. These additional consulting services will be charged at a rate of \$100.00 per hour.

2.08 Maintenance Periods for Licensor Services. Licensor shall perform scheduled maintenance between the hours of 12AM and 3AM CST on any day. Services provided to Licensee will continue during the maintenance period unless the Licensor requires use of the Software to be suspended during the maintenance period.

2.09 Maintenance of School Data. Licensee shall be responsible for providing and maintaining all data and information necessary and related to the use of the Software.

2.10 Updating Software. Licensor's Software is a cloud offering. It may be updated or changed at any point in time. If the Software is upgraded or changed, Licensee shall continue to access the features of Licensor's services.

ARTICLE III INTELLECTUAL PROPERTY

3.01 Intellectual Property. Each Party acknowledges and agrees that, as between the Parties, Licensor shall remain the sole and exclusive owner of all right, title and interest in and to the Software and that this Agreement does not affect such ownership. Each Party further acknowledges and agrees that, as between the Parties, Licensee shall acquire no rights under this Agreement in or to the Software other than the limited rights specifically granted in this Agreement.

3.02 Restrictions. Licensee shall not (a) modify, translate, reverse engineer, decompile or disassemble any of the Software; (b) infect or expose any of the Software to any virus or other contaminant or disabling device, including any code, command, “time-bomb” or other harmful or malicious device; (c) access or use any of the Software in any manner that infringes, misappropriates or otherwise violates the intellectual property or other proprietary rights of any third party, or that violates any applicable law, rule, regulation, ordinance or other decree imposed or promulgated by any governmental or regulatory authority; or (d) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm any of the Software. Licensee shall be responsible and liable for all activities of its employees and any other person to whom Licensee has granted or otherwise allowed access to any of the Software (including any customer, subscriber or sub-licensee of Licensee), and shall be responsible for ensuring that such employees and other Persons (including any customer, subscriber or sub-licensee of Licensee) abide by the foregoing restrictions and the other terms and conditions set forth herein.

ARTICLE IV CONFIDENTIAL INFORMATION

4.01 Definition of Confidential Information. The term “Confidential Information” means all information not generally known to the public, and not readily ascertainable through proper means by the public.

4.02 Use and Disclosure. Neither Party shall (a) use the other Party’s Confidential Information other than for purposes of facilitating the authorized uses of the Software; or (b) disclose the other Party’s Confidential Information to any third party, without the prior written authorization of the Party to whom the Confidential Information belongs. Each Party agrees that it will at all times protect the other Party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own Confidential Information.

4.03 Equitable Remedies. Each Party acknowledges and agrees that the other Party’s remedies at law for breach or threatened breach of any of the provisions of this Article IV would be inadequate and, in recognition of that fact, in the event of any such breach or threatened breach, it is agreed that, in addition to other remedies to which it may be entitled, the other Party will be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction without the necessity of posting bond, or any other equitable relief which may then be available; *provided, however,* that the nothing contained herein shall be construed as prohibiting the non-breaching Party from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from such breaching Party.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of Licensee. Licensee represents and warrants to Licensor as of the Effective Date that:

(a) Licensee is a school district of the State of Oklahoma. Licensee has all requisite power and authority to carry on its business.

(b) Licensee has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Licensee and the performance by Licensee of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensee. This Agreement has been duly and validly

executed and delivered by Licensee and, assuming the due authorization, execution and delivery by Licensor, constitutes a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms.

(c) Licensee is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

(d) There is no action, suit, proceeding, claim or investigation pending or threatened against Licensee in any court or by or before any governmental authority, or before any arbitrator, of any kind, which, if adversely determined, would restrict the ability of Licensee to perform its obligations hereunder. Licensee knows of no basis for any such action, suit, proceeding, claim or investigation.

5.02 Representations and Warranties of Licensor. Licensor represents and warrants to Licensee as of the Effective Date that:

(a) Licensor is a limited liability company validly existing and in good standing under the laws of the State of Arkansas. Licensor has all requisite power and authority to carry on its business.

(b) Licensor has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Licensor warrants and represents that it owns or controls all intellectual property rights necessary to the performance of this Agreement. The execution and delivery of this Agreement by Licensor and the performance by Licensor of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensor. This Agreement has been duly and validly executed and delivered by Licensor and, assuming the due authorization, execution and delivery by Licensee, constitutes a valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms.

(c) There is no action, suit, proceeding, or material claim or investigation pending or threatened against Licensor, in any court or by or before any governmental authority, or before any arbitrator of any kind, which, if adversely determined, would restrict Licensor's ability to perform its obligations hereunder. Licensor knows of no basis for any such action, suit, proceeding, claim or investigation.

(d) The Software is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

ARTICLE VI INDEMNIFICATION

6.01 Indemnification by Licensee. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all damages, losses, liabilities, judgments, awards, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs (collectively, "Damages"), incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensee herein. Where Licensee enjoys immunity, the above indemnification applies only to the extent that Licensee maintains coverage by liability insurance. Licensee shall name Licensor as an additional insured under all applicable insurance policies insuring Licensee. Upon Licensor's request, Licensee shall within seven days have delivered to Licensor certificates of insurance and copies of insurance policies showing that coverage and limits satisfactory to Licensor are in full force and effect.

6.02 Indemnification by Licensor. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all Damages incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensor herein.

6.03 Remedies. No remedy set forth in this Agreement is intended to be exclusive of any other remedy. Each remedy shall be in addition to every other remedy provided hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

ARTICLE VII TERMINATION

7.01 Termination by the Parties. This Agreement may be terminated:

- (a) By mutual written consent of Licensor and Licensee;
- (b) By Licensee in the event Licensor has breached in any material respect any representation, warranty, covenant or agreement of Licensor contained in this Agreement, Licensee has notified Licensor of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach; or
- (c) By Licensor in the event Licensee has breached in any material respect any representation, warranty, covenant or agreement of Licensee contained in this Agreement, Licensor has notified Licensee of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach.

Any termination of this Agreement pursuant to this Section 7.01 shall be effective upon the delivery of written notice by the terminating Party to the other Party.

7.02 Effect of Termination. Upon termination of this Agreement pursuant to this Article VII, all rights and obligations of the Parties under this Agreement shall terminate, except as provided in this Section 7.02. Termination of this Agreement shall not relieve or release either Party of any right or obligation which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any expiration or termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. For the avoidance of doubt, it is understood that termination of this Agreement by Licensor due to Licensee's failure to make payments due under Article II hereof shall not relieve Licensee from the obligation to make such payments owed prior to such termination, but will terminate the license granted hereby.

ARTICLE VIII MISCELLANEOUS

8.01 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this License is effective on receipt by the person to receive it. All notices, requests, and consents to be

sent to a Party must be sent to or made at the following addresses (or such other address as that a Party may specify by notice to the other Party):

If to Licensor:

Gammon Applications, LLC
Attn: Darice Gammon
111 Woodcliff Lane
Rogers, Arkansas 72756;

with a copy to:
Quattlebaum, Grooms & Tull PLLC
Attn: Andrew S. Dixon
4100 Corporate Center Drive, Ste. 310
Springdale, Arkansas 72762; and

If to Licensee:

Ardmore Middle School
Ardmore City Schools
Attn: Harry Spring
611 Veterans Blvd
Ardmore, Oklahoma 73401;

Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.02 Binding Effect. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

8.03 Attorneys' Fees. If any legal action or other legal proceeding relating to any of the transactions contemplated by this Agreement or the enforcement of any provision of any of the documents, including this Agreement, relating to such transactions brought against either Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs (in addition to any other relief to which the prevailing Party may be entitled).

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

8.05 Venue and Jurisdiction. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue shall be in either the state or federal court embracing the Licensor's Place of Business, and either shall be deemed a convenient forum.

8.06 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by Law.

8.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together will constitute the same Agreement. Any signature page of a counterpart, or any electronic facsimile of it, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. The telecopy or other facsimile transmission of any signature will be deemed to be an original and will bind each Party.

8.08 Headings and Recitals. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. Each of the recitals set forth herein are true and correct and are incorporated herein by this reference.

8.09 Legal Representation of the Parties. This Agreement was negotiated by the Parties, each having the opportunity to seek the advice of counsel. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

8.10 Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties as to its subject matter, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. This Agreement will not be modified or amended except in writing signed by the parties and specifically referring to this Agreement. This Agreement will take precedence over any other documents between the parties which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized and empowered representatives as of the Effective Date.

LICENSOR:

Gammon Applications, LLC,
an Arkansas limited liability company

By: _____
Darice Gammon, Chief Executive Officer

[LICENSEE SIGNATURE PAGE FOLLOWS]

LICENSEE:

Ardmore Middle School,
Ardmore City Schools,
an Oklahoma Public School

By:

Harry Spring, Board President