



Brecksville Broadview
Heights City School District

Registration Gateway
Standard Edition

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MASTER SERVICES

AGREEMENT

This MASTER SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES (“Agreement”) is entered into on January ____, 2017 by and between SRC SOLUTIONS, INC. (“SRC”), located at 4647 Saucon Creek Road, Suite 100, Center Valley, PA 18034 and Brecksville Broadview Heights City School District (“CLIENT”), located at 6638 Mill Rd, Brecksville, OH 44141.

RECITALS

WHEREAS, CLIENT desires to employ the services of SRC to perform certain information technology services, and SRC desires to perform such services for CLIENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, the parties agree as follows:

I. SCOPE OF SERVICES

The services to be provided under this Agreement (“Services”) are as described in the initial Statement of Work (“SOW #1”) attached hereto, made a part hereof and marked as Exhibit “A”. Where client engagements include the use of SRC licensed software products, an end-user license agreement will also be included as Exhibit “B”. If required by CLIENT, additional services may be provided by SRC upon both parties executing subsequent Statement(s) of Work. The SOW shall set forth relevant information concerning the work to be performed including, but not limited to, a detailed description of the work, the fees to be charged for the work, the delivery timeline and acceptance testing criteria.

SRC delivers functionality committed for each SOW to the named district Project Sponsor. The Project Sponsor is responsible for district’s completion of User Acceptance Testing (UAT). District is also responsible for determining if rollout will be all at once or in a phased approach and for then rolling out the functionality to each school in turn. District rollout responsibilities includes setup at the school building (which might include workstations, scanners, MFD’s, signature pads and other related equipment), training of school staff, on-site support of school staff during initial usage, and remote support of school staff on an ongoing basis.

As part of the implementation SRC provides our templated Gateway Reference Guide. The school district is responsible for editing, publishing and distributing any specific training materials for use by building level staff, and other administrative/technical personnel and end users.

II. PROJECT MANAGEMENT

A. SRC and CLIENT will each designate a project lead who is sufficiently experienced to provide the information and support necessary to the other party for the performance of this Agreement. SRC’s Project Manager and CLIENT’s Project Sponsor shall be identified on the SOW. SRC’s Project Manager and CLIENT Project Sponsor shall be the primary points of contact for inquiries and requests. Each such Project Sponsor shall provide the other with such information and assistance as may be reasonably requested by the other from time to time for the purpose of the performance of this Agreement.

B. During Implementation, SRC works exclusively with the district's defined project sponsor and other project team members, identified by district on a roster at project start. After User Acceptance Testing (UAT) and approval, district staff roll out the functionality for district use. District rollout responsibilities include change management within the district and community, training of internal staff, delivery and setup of any needed hardware, setting up and managing users, and support of district and guardian users. SRC's help staff support the district's Gateway Specialist (or IT help desk) as needed, and tickets are submitted through this portal.

C. SRC will queue the project immediately upon execution of this Agreement and timelines are set based on work in queue.

D. SRC reserves the right to use both its own personnel and subcontractors to perform the Services outlined in the SOW. All subcontractors (if any) shall be held to the same level of confidentiality as SRC's own employees.

III. CHANGE CONTROL PROCEDURES

A. CLIENT may request changes to the scope of this project by submitting such request in writing. The request will be sufficiently detailed to allow SRC to estimate any scheduling impact or potential costs involved in changes to the scope of the project. After receipt of a written request, SRC shall provide a written cost estimate to CLIENT for approval prior to initiating work.

B. CLIENT shall not be responsible for additional charges associated with changes to the scope of this project unless such Services are authorized in advance in writing by CLIENT.

IV. PAYMENT TERMS

A. All SRC Services are provided on a time and materials, best efforts basis unless stated otherwise in any Statements of Work to this Agreement.

B. The charges for the Services are specified in the SOW. Any fees for additional or new services which are not set forth in the SOW shall be included in either an Addendum to the SOW or a new SOW which shall be executed by both parties.

C. Actual and reasonable pre-approved travel expenses related to the conduct of SRC's work under this Agreement will be re-billed to CLIENT at SRC's cost.

D. Other than as indicated above, all charges are payable by CLIENT as a net amount due within 30 days of the date of invoice, unless other arrangements for payment are defined in the SOW. All payments made by CLIENT after 30 days from date of invoice shall be subject to a late payment fee of 1.5% per month until paid. CLIENT shall pay SRC'S reasonable attorney's fees and costs of collection for any unpaid sums due under this Agreement.

E. SRC reserves the right to withhold services pending the timely and full payment of fees.

V. KEY ASSUMPTIONS

A. All work performed under this Agreement shall be done at SRC's offices in Center Valley, PA, except as may be determined by SRC as required to complete the work outlined in any and all SOWs attached to this Agreement.

B. The relationship of each of the parties to the other party shall be that of an independent contractor, and nothing contained herein or in any SOW shall be deemed or construed to create any kind of joint venture, partnership, employment, agency, or other relationship between the parties for any purpose.

C. Neither party shall have the authority to bind, represent or commit the other party in any way and neither party shall have the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to enter into contracts on behalf of the other party hereto.

D. CLIENT shall be responsible for providing personnel who will become familiar with the use and operation of the Deliverables. Unless hosted by SRC, this will include all of the activities associated with maintenance (backups, security, etc.) of the application.

E. CLIENT shall be responsible for developing whatever documentation may be necessary to serve its internal users and customers, unless explicitly specified in the Project Plan or any SOWs to this Agreement. SRC shall provide information, support and assistance as requested by CLIENT during the project regarding the use and operation of the Deliverables.

F. No hardware or software shall be provided by SRC unless specified herein or in any SOWs to this Agreement. CLIENT, with SRC's assistance, shall acquire any required hardware and software in a timely manner.

VI. TERMINATION

A. CLIENT may terminate either a single SOW or this Agreement in its entirety (and all SOWs) for any reason by giving SRC thirty (30) days written notice of such termination. Upon termination of this Agreement, CLIENT agrees to pay SRC for any and all work performed under the Agreement up until the point of termination and SRC agrees to provide knowledge transfer and turnover sufficient to allow CLIENT to assume support responsibilities for any deliverables as defined in the attached SOW completed up until the point of termination.

B. Either party may terminate this Agreement and any SOWs for cause immediately if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors, is adjudged bankrupt or becomes the subject of execution, dissolution, liquidation or bankruptcy proceedings, whether voluntarily or involuntarily.

C. Either party may terminate this Agreement and any SOWs for cause immediately if the other party materially breaches any provision of this Agreement or any SOW and, if such breach is capable of remedy, such breach continues for thirty (30) days after receipt of written notice, provided that upon receipt of such notice from SRC, CLIENT may elect to waive such notice period and have the Agreement or SOWs, as applicable, terminated immediately.

VII. RIGHTS AND INTELLECTUAL PROPERTY

A. Each party agrees that any information concerning the other's business activities, products, research and technical knowledge disclosed by a party that is identified in writing as "Confidential Information" shall not be duplicated or disclosed to any other party, unless such duplication or disclosure is authorized by the disclosing party. Each party shall protect the confidentiality of the Confidential Information in the same manner as it protects its own confidential information of like kind, and shall restrict access to such Confidential Information to the receiving party's personnel on a need-to-know basis. SRC agrees to secure, protect and keep confidential, using commercially reasonable means, all student data related to Registration Gateway and to not disclose such data to any third-party unless directed to do so by CLIENT.

B. SRC acknowledges that by the nature of the work it may be granted access to CLIENT's customer data and CLIENT's associated data. Access to and use of such data is governed by strict policy related to security and confidentiality. SRC agrees to abide by all CLIENT's data security policies and will promptly notify CLIENT of any violation of or exceptions to these policies.

C. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) that: (a) is or becomes publicly available through no breach of this Agreement; (b) is independently developed by it, as evidenced by written documentation; (c) is previously known to it without obligation of confidence, as evidenced by written documentation; or (d) is acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information.

D. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the recipient shall promptly notify the other party of such receipt to enable such other party a reasonable opportunity to object to or seek a protective order with respect to such disclosure and may, thereafter, comply with such subpoena or process to the extent permitted by law.

E. All Confidential Information shall be returned to the party that disclosed it to the receiving party or be destroyed upon the earlier of (a) completion of the Services or (b) the discloser's request.

VIII. NON-SOLICITATION PROVISION

During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party may directly or indirectly through a third party (including, but not limited to, an associate, affiliate or group company), refer employment, solicit, offer employment nor employ the other Party's employees without the written consent of the other Party. This prohibition shall not apply to the hiring of an employee of the other party who responds to a general advertisement for employment without solicitation.

IX. REPRESENTATIONS AND WARRANTIES

A. SRC represents, warrants and covenants that (a) SRC has the right to fully perform all of the obligations under this contract and is not party to any agreement, obligation or restriction

which would conflict with the performance of the obligations hereunder; (b) any material supplied by SRC under this contract will not infringe upon the copyright or any other right or interest of any third party; (c) SRC will be in compliance with all applicable federal, state and local laws, statutes, regulations and ordinances affecting or relating to SRC's activities under this contract; and (d) the Services will be rendered in a competent and professional manner and conform in all respects to the requirements set forth in this contract. This warranty will apply to each SOW executed under this Agreement.

SRC DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR A USAGE OF TRADE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. DISPUTES & ARBITRATION

In the event a dispute shall arise between SRC and the CLIENT related to this either this agreement or the attached SOW, executives from both parties shall meet within seven (7) days of written notice being issued by either party calling for a meeting on the dispute and the executives agree to attempt to negotiate a resolution in good faith. Should negotiations fail to reach a resolution, the parties will be free to pursue their legal remedies.

XI. GENERAL TERMS AND CONDITIONS

A. Neither party shall be liable to the other for any indirect, special, incidental, consequential, punitive or exemplary damages of any nature or for lost profits or lost opportunity, even if it has been advised of the possibility of such damages, arising under, out of, or in connection with this Agreement.

B. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of this Commonwealth of Pennsylvania. It is agreed that venue for any dispute arising out of this Agreement shall be in the court of Common Pleas of Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, sitting in Allentown, PA. In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. BOTH PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE TO SUBMIT ANY DISPUTE TO A JUDGE AS THE TRIER OF FACT. In addition, the total value of any judgment or award resulting from any dispute between the parties to this agreement, shall be limited to the total value of services provided under this agreement in the year during which any such dispute originates.

C. SRC will indemnify, defend and hold harmless the CLIENT with respect to any arbitration or litigation by third parties for infringement of intellectual property rights related to the Services provided by SRC and for any and all loss, damage, claims or liability resulting from personal injury or property damage caused by the gross negligence or willful misconduct of SRC or its employees or agents.

D. Neither party may assign nor delegate any of the rights or obligations herein without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

E. Neither party shall be responsible for failure to meet its obligations under this Agreement if the failure arises from an Act of God or causes beyond the control and without the fault or negligence of the non-performing party. If any performance date under this Agreement is postponed or extended pursuant to this section for longer than thirty (30) calendar days, CLIENT, by written notice given during the postponement or extension, may terminate SRC's right to render further performance after the effective date of termination without liability for that termination.

F. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except an assignment to a successor corporation of either one of the parties.

G. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

H. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements of the parties concerning such subject matter. No amendment to this Agreement shall be effective unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED ON THE DATES SET FORTH BELOW BY ITS DULY AUTHORIZED OFFICERS.

For CLIENT: _____

For SRC: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK #1

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BRECKSVILLE BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

STATEMENT OF WORK #1

This Statement of Work No. 1 (Statement of Work) is made and entered into as of January____, 2017 (“Effective Date”), by and between SRC Solutions, Inc. (SRC) located at 4647 Saucon Creek Rd, Suite 100, Center Valley, Pennsylvania 18034, and Brecksville Broadview Heights City School District (CLIENT) located at 6638 Mill Rd, Brecksville, OH 44141 pursuant to the terms of that certain Master Services Agreement between SRC and CLIENT, dated as of January ____, 2017 (MSA). The term of this SOW #1 is fixed for thirty six months and will terminate on January ____, 2020.

I. PROJECT SUMMARY AND DESCRIPTION OF SERVICES

When a school uses SRC’s Registration Gateway system, guardians will be invited to access online registration via the school’s web site or one of several workstations or kiosks (optional) located strategically throughout the district. The guardian will then enter all the data required by the department and review and acknowledge all of the department policies the administration wishes to highlight. When all the information is collected, a checklist of necessary supporting documentation is provided. SRC’s Registration Gateway system then utilizes the information presented to determine what appointments will be required for the student and schedule times for each of them with the appropriate district employee.

Upon the finalization of registration, the registrar will review and confirm guardian entered information, add data required by the school and evaluate all the necessary supporting documentation.

As registrations are completed using the Registration Gateway system, student data will be uploaded into the ProgressBook database using a direct integration routine offered by SRC-Solutions in conjunction with SoftwareAnswers Inc. Best Practice is to align the acceptable answers across all schools within the district, and our Implementation Team will provide guidance on this as you engage in the project.

DESCRIPTION OF SERVICES

1. The service includes the forms specified below plus others as may be required.

❖ Free and Reduced Price Lunch ❖ Student Information ❖ Guardian Information ❖ Military Information ❖ Sibling Information ❖ Student Racial and Ethnic Identification	❖ Title VII Program ❖ Migrant Education Program ❖ McKinney-Vento ❖ Previous School Information ❖ Records Release ❖ FERPA ❖ Transportation
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- | | |
|-----------------------------------|------------------------------|
| ❖ Alert System | ❖ Parking Pass |
| ❖ Emergency Contacts | ❖ Parent Teacher Association |
| ❖ Permission to Pick Up | ❖ Kindergarten Questions |
| ❖ Before School/After School Care | ❖ PR Permission |
| ❖ Social Restrictions | ❖ Athletic Participation |
| ❖ Medical | ❖ College Sports Eligibility |
| ❖ Immunization Status | ❖ Supplemental Information |
| ❖ Title I (NCLB) | ❖ Ed4Credit |
| ❖ Technology Survey | ❖ Agreements |
| | ❖ Policies |

2. The Back to School update portal provides an opportunity for updating contact information for up to 4 guardians from 2 households and up to 4 emergency contacts. Deleting or adding new guardians is managed directly within SIS. Customer is responsible for providing the data for upload into the portal in accordance with the standard fields list and instructions which SRC will provide and is responsible for data accuracy and formatting. This portal can also include, at customer's choice, supplemental pages. A supplemental page is any data collection section /form which is found on the new student site into which a guardian will enter fresh information each year. This is useful for items like FERPA renewals, policy acknowledgements, updated medical information, etc.
3. Our service includes the generation of SRC's standard Free and Reduced Priced Lunch (FRPL) form and data collection wizard pages or direction of users to the district's FRPL platform via direct link.
4. Data collection is structured to generate and pass to ProgressBook "clean data" for ease of integration to other applications, creation of reports and mailings within the ProgressBook platform. When a customer asks for data to flow to/from a source other than SIS there will be additional charges for professional services to accomplish these integrations. SRC provides a reports tool through which District can build and save reports in an excel or .csv format to import into other third party systems. SRC will provide a .csv file for each student containing all data points and place them in a folder where District may retrieve the files to import into other District third party systems.
5. Registration Gateway can accommodate translations in languages that read left to right. We recommend that you only use languages supported as a standard part of the windows operating system. If the district chooses to translate into languages not supported, the district is responsible for providing the appropriate fonts to SRC and for handling installation of fonts on district computers. Further, please understand that if users view the translated text on a computer on which these languages are not enabled and for which fonts are not installed, the text will not present properly. Translations can be delivered 30 days after launch/final project approval.

6. For public school customers using SRC's Managed Hosting Services for their infrastructure, a SQL Server Standard License is provided as part of the Managed Hosting Service fee. Customers electing to run Registration Gateway on the districts network or customers transferring off of SRC's Managed Hosting Service to another hosted arrangement will need to acquire a SQL Standard license directly. This can be done inexpensively based on low cost educational priced licenses.
7. Reporting - An interactive web-based reporting dashboard and tool with several pre-developed reports, displayed graphically and in exportable report format, as well as written and video instruction on how a district IT specialist can easily create and save ad-hoc reports to meet your specific needs as they arise. These reports can include any of the data fields on your Gateway site.

II. SCOPE OF WORK

SRC Solutions shall provide the services outlined below:

- 1. Virtual Consulting Services to plan and implement a Registration Gateway System including:**
 - i. Initial project definition and detail requirements session
- 2. Virtual services to install and configure the Registration Gateway platform**
 - i. Registration Gateway license installed on districts ITC network for 4,087 students. Contract for hosting through Connect.
 1. New student registration web portal
 2. Back to School update web portal
 - ii. Database install and configuration
 - iii. Integrate Registration Gateway with ProgressBook
 - iv. Conveyor installation and configuration
 - v. Interactive web-based reporting dashboard
 - vi. Professional neutral Spanish text translation provided by SRC
 - vii. SRC will generate address lists for the district from a USPS Database, if the district chooses. SRC can also use address lists provided by the district from another source.
 - viii. If Brecksville Broadview would like Registration Gateway to determine the student's home school based on address and grade, two options are possible. One requires the district to develop full data points and populate in an excel file format SRC will provide. The other produces a map and pushpin location, requires minimal district work and carries an additional charge. If Intelligent Typeaheads are chosen: District is responsible for providing SRC a data file in SRC's needed format which lists every unique combination of address and the school associated with the address, each as a row of data.
- 3. Training**
 - i. SRC trains your project team (as listed on your Gateway Team Roster, provided during Project Planning Phase) on the use of the platform via webinar
 1. 8-16 hours, split into segments throughout the implementation process. Higher hours represent premium edition training or more complex combination of sites being delivered.

III. CLIENT RESPONSIBILITIES

1. GENERAL

- Executive Sponsor:
 - Communicate formally and informally within the district and generate district-wide buy-in for the project. Empower team members with authority to execute their responsibilities
 - Set stakeholder expectations that year one will typically achieve 85-95% of your needs and a recognition that the remaining percentages will be tackled in the next year or two.
 - Ensure all stakeholders participate during the district's agreed upon work period as changes requested later will require your project be rescheduled and may increase cost.
 - Ensure project team members have sufficient time in their schedule to execute project duties; reassign other conflicting work as needed. Ensure engagement & timely involvement of functional groups impacted by this project.
- A Project Sponsor
 - SRC's single point of contact who is fully participatory in the project and is authorized to make all decisions related to this project.
 - Responsible for coordinating timely efforts of other district project participants.
 - Project Sponsor arranges:
 - A qualified technical liaison with supporting backup personnel in case primary contact is unavailable.
 - An administrative liaison that is intimately familiar with the registration process and has the authority to act as an agent of change.
 - A district's trainer who is responsible for planning and training all district staff after being trained by SRC staff. We employ a "train the trainer" approach to ensure that knowledge of your Gateway platform and impact on your business processes is held internally and that expertise is built within the district. The District Trainer is responsible for identifying additional training resource needs for the district, staffing to meet these needs, scheduling training for all impacted district staff, and identifying and providing appropriate on-site resources for each building during the first 30 days of usage.
 - Gateway Specialist - District's assigned Gateway Specialist (many times an IT help desk) will provide direction to district staff and be the first point of contact. Every support question is triaged and managed by this District individual or team and escalated to SRC's support arm as necessary.
 - An individual responsible to carry out future hardware support needs; the Gateway IT specialist.
 - The district's Go To person when ad-hoc reports are needed; the Gateway reports specialist.
 - Employees to assist SRC Solutions, as necessary, inclusive of the following:

- IT Personnel
 - System Administrators
 - Network Administrators
 - SIS specialists
- Registration Personnel
 - Registrars
 - Administrative Personnel
 - Health Care Personnel (as needed)
 - Business Office Personnel (as needed)
- Qualified personnel to participate in the project as Project Team members
- Registration Gateway is a true data integration project and requires involvement from key district participants. It is important to assign individuals to the project who can clear the time needed to complete district tasks and it is important to have qualified backup personnel assigned for all key roles. (We will provide a roster document which explains the roles and responsibilities and ask you to fill it out.)
- Commitment that all project team members will attend all scheduled meetings and trainings. It is easy to for staff to be pulled in many directions and we ask that this project be prioritized within the district.
- Registration Gateway's neutral Spanish translation service includes translation of all the data collection field's text at time of launch. Your Gateway Specialist will apply your policies, procedures and other terms and conditions (translated by district personnel) to the interface. Our service also includes applying district-translated text to keep translation in sync as configuration changes occur.

2. CLIENT TECHNICAL RESPONSIBILITIES:

- Facilitate placing the Registration Gateway link on client website
- All hardware, equipment and connectivity required to run the proposed solution include domain names as may be required unless a hosted solution is selected. No hardware or software is provided by SRC other than as specified within this Agreement.
- Provision of secure remote access to servers/infrastructure for SRC-Solutions personnel
- Facilitation of the server and client hardware/software installations
- Installation of workstations as desired
- Physical power and network connections to install servers, client workstations and/or kiosks, as necessary
- The ongoing backup and maintenance of the system and the data stored within. Backup to tape systems is recommended and backup procedures are documented in the system documentation.
- Remote access through VPN to perform the following as needed:
 - ConnectKey (should the school own ConnectKey enabled Xerox devices) installation
 - Remote access to and 2 users with administrative privileges on the servers to install and maintain the software as needed.
- Facilitate system testing of data integration with the SIS. SRC will populate test students following a standard naming convention and/or a using a block of SIS

numbers and district will be responsible from removing these test students from the SIS.

- CLIENT recognizes that there are many factors wholly outside the control of SRC-Solutions which have the potential to affect system resource requirements. These factors include patterns of system usage by parents and administrators, timing of the registration process, use by system users of audio and/or video streaming features, use of color imaging, network traffic on Clients network other than for registration purposes and other factors known and unknown. CLIENT is solely responsible for ensuring that its technical infrastructure, servers, network and communications bandwidth have the necessary speed and capacity to accommodate online web based registration of the district's student population.
- CLIENT shall be responsible for thoroughly testing the Registration Gateway application after SRC's work is completed. In the event that CLIENT identifies problems or ways in which the Registration Gateway application does not perform in compliance with the planned functionality, CLIENT shall notify SRC in writing. This notification shall include sufficient information for SRC to replicate any such problem identified by CLIENT.
- Unless hosted by SRC, no less than weekly, CLIENT shall run a complete backup of the RG application and data using scripts provided by SRC prior to first live operation of the website. CLIENT shall confirm prior to first live operation of the website that it is able to restore the RG application and data from its copies of the backup. SRC will provide assistance with this as requested by CLIENT. It is required that all such backups be stored at an off-site facility.
- Periodically certain types of system maintenance may require taking the RG down to perform system updates or for other reasons. These activities will be scheduled during regular business hours with CLIENTS prior approval.
- It is important that SRC be notified of any significant changes in related software applications and/or IT infrastructure, such as SIS version upgrades, server operating system changes, and mail server IP/naming adjustments. Such changes can adversely impact the performance of the application and CLIENT should check with SRC to confirm that new versions of any software are supported with Registration Gateway.
- Assist CLIENT in setting up PC peripheral components at one location. (SRC will train the IT staff during this time to configure workstations at additional District buildings)
- CLIENT will designate a member of their staff to be the Gateway Specialist. This is the individual designated to carry training forward within the district as needed and to support the staff's RG needs. This individual will be able to handle routine questions, create new registrar users, removing registrar users when an individual leaves the district. This individual is typically the person who has authority to approve any changes needed to RG. All help requests are first reviewed by the Gateway Specialist, who reaches out to SRC for help if needed.
- CLIENT will designate a member of their staff to be the IT Specialist. This individual will be responsible for handling all district support requirements as related to the use and operation of registration workstations and the correct configuration of such workstations for RG. This individual will be responsible for reviewing any technical issues with RG and submitting requests for customer support to the RG Help Desk.

3. CLIENT ADMINSTRATIVE RESPONSIBILITIES:

- This Agreement does not include services to develop any additional documentation beyond the process mapping done during the planning phase of the project. CLIENT shall be responsible for publishing whatever documentation may be required to support its internal operations.
- Manage planned “go live date” expectation within the district based on mutual agreement with SRC’s project manager.
- Assign staff resources to be available to meet target dates on the agreed upon timeline. If client does not meet agreed upon target dates on timeline, project may be put on hold and will be rescheduled when resources of both SRC and client are available.
- Engage sufficient staff members of various types to make decisions and participate in the training sessions. Assign one individual to collect input on district desired changes and complete SRC’s adjustments workbook; this work can be scheduled 60 days or more after launch.
- Manage the district tasks within our project planning software, Wrike.
- Ensure that all relevant staff members actively participate in “Your Work” and have a voice before your deliverables are passed to SRC in order for the system to completely meet the needs of all users.
- CLIENT shall be responsible for ensuring that it is in compliance with state requirements regarding retention of registration documents and related records.

IV. SOFTWARE SUPPORT

SRC maintains a support organization and process to provide support for the Software to CLIENT. Support shall include (i) diagnosis of problems or performance deficiencies of the Registration Gateway Software and (ii) a resolution of the problem or performance deficiencies of the Software. SRC will provide telephone software support on a business day basis. Business day is defined as 8:00 AM through 5:00 PM eastern standard time, excluding holidays and weekends.

SRC will use its best efforts to cure, as described below, reported and reproducible errors in the Software. SRC utilizes the following four (4) severity levels to categorize reported problems:

SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the CLIENT is unable to either use the Software or reasonably continue work using the Software. SRC will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the CLIENT's productivity or service level. SRC will commence work on resolving the deficiency within four (4) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The CLIENT impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. SRC will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4 MINIMAL BUSINESS IMPACT

CLIENT submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the CLIENT is continuing and there is no negative impact on productivity. SRC will provide an initial response regarding the request within one (1) business week.

The Registration Gateway system uses HTML5 and is supported for the following software environments:

Server OS and Software	Version
Windows Server	2008 R2, 2012 R2
Apache x64	2.4.x
Tomcat x64	7.x
MySQL x64	5.6.x
Workstation OS & Browsers	Version
Windows	7, 8.1
Mac OS X	10.7, 10.8, 10.9, 10.10
IE	9,10,11 (Compatibility view must be enabled)
Firefox	Current Version
Chrome	Current Version
Safari	Current Version

V. PROJECT DELIVERY AND PROJECT COMPLETION CRITERIA

The project will be delivered on a mutually agreeable schedule to be developed by SRC-Solutions and CLIENT Project Sponsor. There is an attached graphic that depicts the implementation process.

1. **Project Planning** - Once your paperwork is finalized, SRC arranges a one-hour project planning call with your project team members and an implementation supervisor to discuss deliverables and the weeks during which your staff is most available to work closely with SRC on gathering information. After that call, SRC's implementation supervisor will carefully consider your preferences balanced against our resource availability and propose a project timeline.
2. **Pre-Work** -It is generally recommended that the district allocate a week to complete the basic deliverables needed. SRC spends 1 ½ weeks developing your new student Starter Site and then trains your team on its use and reviews additional deliverables. Training and your Starter Site are carefully delivered just before the agreed upon internal work period for item 3.
3. **Customer Deliverables** - During this work period SRC and the district will each be working on the project daily and will come together twice weekly for checkpoint meetings, the purpose of which is to answer any questions that might arise as well as offer status updates on currently scheduled tasks. SRC's implementation specialist will be specifically scheduled with a clear calendar during this time to assist where needed.
4. **Project Start: Registration Gateway Platform Construction** - Once your deliverables are completed, the project officially starts. SRC builds your platform over about a nine-week period. During this time there will be periodic checkpoints to show parts of the functionality and demonstrate progress. While we work on developing your platform, we recommend you work internally to adjust your business processes as needed, plan communication to your community and to staff, arrange internal training and support, etc.
5. **Deploy** - Training is provided on a multitude of topics over a two-day period, a week is allocated for your project review, User Acceptance Testing (UAT) and approval and then 3 days for SRC to prepare your project for launch.

Project completion criteria are met in step 5 above, or when the customer launches any of the functionality, whichever occurs first.

Launches are scheduled at least one month before a "busy time", or held until after the busy time has ended.

As SRC Solutions has learned from years of deploying Registration Gateway, the nuances of the information collected evolve. With that point in mind, we have implemented an adjustment period into your deployment schedule which is no less than 60 days after launch. Schools and districts much like yourselves use this opportunity to refine Registration Gateway from its initial launch iteration by implementing changes from feedback collected. Each subsequent year

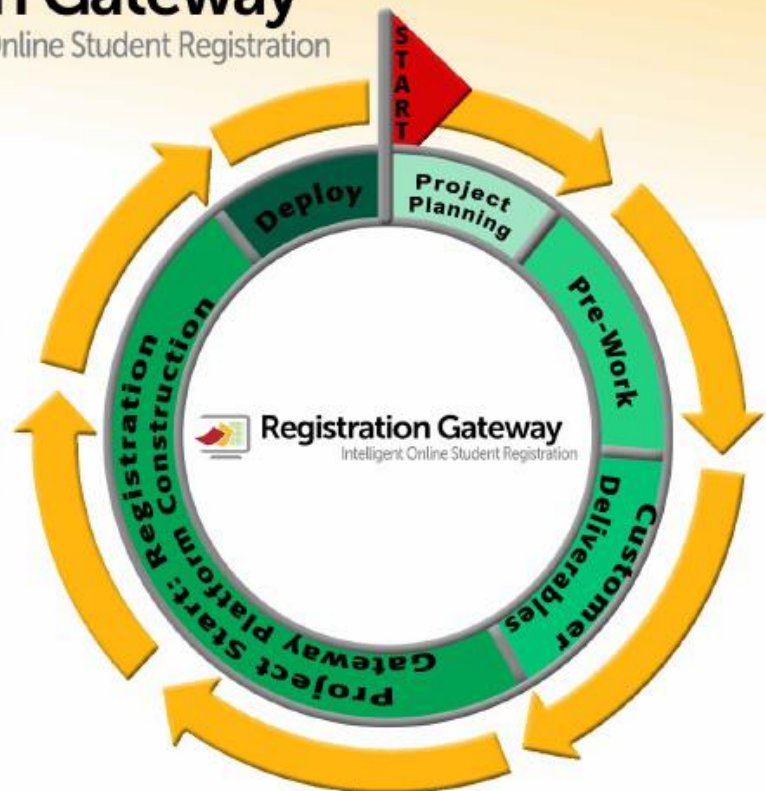
another opportunity for modifications is offered which provides you the opportunity to continually refine Registration Gateway to the needs of the school or district.



Registration Gateway

Intelligent Online Student Registration

Registration Gateway Deployment Process



1. Project Planning:

Estimated 2 weeks, 2-3 Hours District Workload

Summary: Collaborate on goals, timeframes and objectives. Align resources.

2. Pre-Work Estimated:

3 weeks, 23 Hours District Workload

Summary: Registration Gateway starter site creation and training.

3. Customer Deliverables:

Estimated 3 weeks, 44 Hours District Workload

Summary: Starter site changes, data integration, permissions and notifications creation, and hardware setup.

4. Project Start: Registration Gateway Platform Construction

Estimated 9 weeks, 10 Hours District Workload

Summary: SRC Solutions builds the Registration Gateway platform.

5. Deployment:

Estimated 2 weeks, 16 Hours District Workload

Summary: Training, Site Review and Approval and Site Readiness Review.

VI. PROJECT CHANGE REQUEST

1. Definition

A Project Change Request (PCR) is a document requesting that this agreement be modified, changed, expanded, or extended. The PCR will identify and describe any change, the rationale for the change, and the effect any necessary changes may have on the project including but not limited to timeline, investment, technology, or quality.

a. Process

- i. **Commencement:** During the performance of this agreement, if SRC Solutions or *CLIENT* discover information that would indicate the need for or benefit of any material change(s) to the scope of the project set forth in this agreement, SRC Solutions or *CLIENT* will develop a draft PCR and submit the draft PCR to the other parties. SRC Solutions will use commercially reasonable efforts to develop prices, schedule(s), methodologies, use of related technologies, and other terms consistent with the terms of this agreement, as available and/or applicable.
- ii. **Review:** Upon submission to the other party, all parties will review the draft PCR together and will either (i) approve, (ii) reject, or (iii) authorize further investigation to be made.
- iii. **Further Investigation:** As part of an agreed-upon investigation process, SRC Solutions, Inc., may specify reasonable charges for such investigation, as required. If the investigation is then authorized, all party's designated contact persons will sign the draft PCR, which will constitute approval for the investigation charges to be billed to *CLIENT* by SRC Solutions. The investigation will determine the impact the draft PCR will have on price, schedule, and any other terms and conditions that would need to be added or modified in this SOW by means of the PCR.
- iv. **Acceptance and Implementation:** The final PCR must be signed by SRC Solutions and Client in order to authorize implementation of the agreed-upon changes by SRC Solutions.

VII. PRICING

1. Registration Gateway Annual License Fee for year 1 - \$6,787.00

2. Professional Services - \$5,250.00

Total Investment for Year 1 = \$12,037.00

VIII. PAYMENT TERMS

1. Registration Gateway

- \$6,787.00 is due fifteen days after installation on client's network or another Managed Hosting Facility. (This is the Annual License Activation Date).

2. Professional Services

- \$5,250.00 is due upon notification that the system is ready for use or 150 days whichever is sooner.

Budgetary Synopsis

Annual Fees for Year 2 - \$6,787.00 is due on the second anniversary of the Annual License Activation Date.

- Registration Gateway Annual License - \$6,787.00

Annual Fees for Year 3 - \$6,787.00 is due on the third anniversary of the Annual License Activation Date.

- Registration Gateway Annual License - \$6,787.00

The Registration Gateway license fees are valid as specified above for the first three years of this agreement. Beginning in year four, SRC may increase the Annual License Fee by an amount not to exceed 5% to cover increases in the underlying costs of providing our services.

For any additional services which CLIENT may request and approve, all charges are payable by CLIENT as a net amount due within 30 days of the date of invoice. CLIENT SHALL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES UNLESS SUCH SERVICES OR PRODUCTS ARE AUTHORIZED IN WRITING IN ADVANCE BY CLIENT.

VIII. PROJECT MANAGEMENT

<i>For SRC Solutions:</i>		<i>Project Contact:</i>	
Name Title	Barbara Decker Director, Implementation Services	Name Title	Gina Symsek, Ph.D. Director of Pupil Services
Company	SRC-Solutions, Inc.	Company	Brecksville - Broadview Heights City School District
Address	4647 Saucon Creek Rd, Suite 100, Center Valley, PA 18034	Address	6638 Mill Road Brecksville, Ohio 44141
T:	(888) 262 - 9830	T:	440 740-4017
F:	(888) 761-7969	F:	
E-Mail	bdecker@src-solutions.com	E-Mail	symsekg@bbhcsd.org

IX. ACCEPTANCE

This Statement of Work (SOW) is made pursuant to the MSA dated as of _____. Upon execution by both parties, the Agreement is incorporated into this Statement of Work (SOW) which is subject to its terms and conditions.

For CLIENT: _____

Authorized signature

Printed Name

Date

For SRC: _____

Authorized signature

Printed Name

Date

EXHIBIT B

END-USER SOFTWARE LICENSE AGREEMENT

Licensee agrees to the terms and conditions of the attached license agreement governing the use and operation of the SRC Solutions, Inc. software.

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AND BINDING AGREEMENT BETWEEN THE [BRECKSVILLE BROADVIEW HEIGHTS CITY SCHOOL DISTRICT] (COLLECTIVELY “LICENSEE”), AND SRC SOLUTIONS, INC., A PENNSYLVANIA CORPORATION (“LICENSOR” OR “SRC”). BY EXECUTING THE CONTRACT TO WHICH THIS AGREEMENT IS ATTACHED (“PRIME CONTRACT”), LICENSEE AGREES THAT LICENSEE’S USE OF ALL MATERIALS DESCRIBED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL SOFTWARE AND ASSOCIATED DOCUMENTATION, IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ARTICLE 1 **DEFINITIONS**

- 1.1. “Licensed Software” means SRC’s “Forms Engine” as described in the Statement of Work attached hereto and all Releases, and Upgrades of any kind thereto. The Licensed Software includes only the object code, but does not include any corresponding source code.
- 1.2. “Documentation” means the user, system and installation documentation (if any) for the Licensed Software.
- 1.3. “Intellectual Property Rights” means all inventions, patents, works of authorship, copyrights, trademarks, know how, trade secrets, and other valuable proprietary rights.
- 1.4. “Interfaces” means any and all interfaces between the SRC Form Engine system and other systems, including those at Licensee’s facility to which the Form Engine System is linked.
- 1.5. “Confidential Information” means the Licensed Software, Interfaces, any source code relating to the Licensed Software and/or Interfaces, the related Documentation and all Specifications, which are each confidential and proprietary to Licensor.
- 1.6. “Facility” shall mean any educational facility owned or operated by Licensee.
- 1.7. “Specification” means Licensor’s current published description (if any) of the Licensed Software.
- 1.8. “Release” means an update of the Licensed Software that incorporates enhancements or other changes made by Licensor.
- 1.9. “Upgrade” means all improvements to the Licensed Software that add to or alter the basic functions of the Licensed Software that the Licensor offers generally to other users of the Licensed Software.

ARTICLE 2 **SOFTWARE LICENSE**

- 2.1. License. Subject to the terms and conditions herein and payment of the License fees as set forth in the Statement of Work attached hereto, Licensor grants Licensee a non-exclusive, non-transferable, license to the Licensed Software, Interfaces, and Documentation solely for the purpose of the Licensee’s use of the Licensed Software and Documentation for its internal operations at the Facility (as defined above) and/or from a Managed Hosting Service provided by Licensor. Said license is expressly limited to a grant to the Licensee of the right to (a) use the Licensed Software, Interfaces, and the Documentation, but solely for the Licensee’s internal operations with access to the licensed software being provided to Licensee from Licensor’s Managed Hosting Service; (b) install the Licensed Software on Licensee owned servers or, if applicable, install the Licensed Software on an unlimited number of Licensee computer workstations, but solely for use in connection with the Licensee’s internal operations of the Facility; and (c) copy the Licensed Software, and Documentation for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all such copies shall be subject to the terms of this Agreement.
- 2.2. Prohibitions on Distribution and Modification. Except as explicitly provided in this Agreement, Licensee shall not without prior written permission: (a) make available or distribute all or part of the Licensed Software, the Interfaces,

or Documentation to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Software, Interfaces, or Documentation; or (c) use the Licensed Software or Interfaces to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Licensed Software or Interfaces.

- 2.3. No Source Code License. Licensee acknowledges and agrees that this License granted hereunder extends solely to the Licensed Software and Interfaces in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Licensed Software or Interfaces.

- 2.4. No Implied Licenses. Except as expressly licensed to Licensee under this Agreement, Licensor reserves all other right, title and interest in and to the Licensed Software, Interfaces, Documentation and Specifications. Under no circumstances should anything in this Agreement be construed as granting to Licensee, by implication, estoppel or otherwise, (i) a license to any SRC technology other than the Licensed Software and Interfaces or (ii) any additional license rights for the Licensed Software, Interfaces, Documentation and Specifications other than the license expressly granted in this Agreement.

- 2.5. Support. Included with a paid-up end-user license agreement is software maintenance and access to telephone and web-based customer support services.

ARTICLE 3 **RELEASES AND UPGRADES**

- 3.1. While a paid-up end-user license agreement is in effect after activation of the Licensed Software, and provided that Licensee is not in default of its obligations under this Agreement, Licensor will deliver to Licensee any Releases or Upgrades to the same extent at which Licensee offers such Releases or Upgrades to other users of the Licensed Software.

ARTICLE 4 **SOFTWARE CUSTOMIZATION SERVICES**

- 4.1. Under a separate agreement, SRC may provide installation services, training and technical assistance in the operation and use of the Licensed Software. Licensee is under no obligation to acquire these services.

ARTICLE 5 **PROVISIONS RELATING TO CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 5.1. Confidentiality. Each party to this Agreement acknowledges that during the course of the Agreement (or any renewals or extensions thereof), a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the “Proprietary Information”). The Parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the Form Engine (the “Permitted Purpose”), and the receiving party will not use the Proprietary Information in any other way. Only authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and view the Proprietary Information; provided, however, that such representatives have executed non-disclosure agreements that substantially conform to this Agreement. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party’s prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the case of any and all hardware and software incorporated into the Forms Engine or otherwise provided to Licensee under this Agreement, Licensee agrees that all such hardware and software is Proprietary Information. The receiving party acknowledges and agrees that any and all Proprietary Information (including any Intellectual Property Rights therein) is and will remain the sole property of the disclosing party.

5.2 **Ownership.** Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other Intellectual Property Rights of whatever nature in the Licensed Software, Interfaces, Documentation and Specifications, including any modifications or derivatives thereof are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

5.3 **Unauthorized Disclosure.** Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 6 WARRANTY

6.1 Provided all required license fees have been paid, Licensor warrants that after activation of the software, the Licensed Software shall be free from material defects and shall perform substantially in compliance with Licensor's intended functionality for the product. Licensor will repair or replace the Licensed Software so that it substantially performs in accordance with the intended functionality for the product, at no additional cost, as soon as reasonably possible (or consistent with any other specified service level agreements indicated in a Statement of Work) after receiving notification from the Licensor of any breach of this warranty during the Warranty Period.

6.2 EXCEPT AS EXPRESSLY STATED IN SECTION 6.1, LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE LICENSED SOFTWARE UNDER THIS LICENSE IN ITS "AS IS" CONDITION. LICENSEE AGREES THAT THE FOREGOING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE LICENSE FEES.

ARTICLE 7 INDEMNIFICATION

7.1 **By Licensor.** Subject to the limitations set forth in Section 8, Licensor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of the Licensed Software infringes any United States Intellectual Property Rights of others; provided, however, that Licensor shall have no duty to defend, indemnify or hold Licensee harmless from and against any loss, cost and expense that is incurred as a result of any claim of infringement that arises from (i) any modification to the Licensed Software by Licensee or others; (ii) any use or combination of the Licensed Software by Licensee or others with any other software, hardware or other materials not furnished or approved by Licensor for use with the Licensed Software; or (iii) the use of a superseded or altered version of the Licensed Software if infringement would have been avoided by the use of a current or unaltered version of the Licensed Software which Licensor made available to Licensee. Licensor's obligation to indemnify is expressly conditioned on the following: (i) Licensee must promptly notify Licensor of any such claim; (ii) Licensee must in writing grant Licensor sole control of the defense of any such claim and of all negotiations for its settlement or compromise; and (iii) Licensee must cooperate with Licensor to facilitate the settlement or defense of the claim at Licensor's expense.

7.2 **Injunction.** If a final injunction is obtained against the use of any part of the Licensed Software by reason of infringement of a U.S. copyright or patent, Licensor shall have the right, at its option, either to: **(a)** procure for Licensee the right to continue to use the Licensed Software; **(b)** modify the Licensed Software so that it becomes noninfringing; or **(c)** terminate this Agreement without penalty.

7.3 **Liability.** The foregoing states Licensor's entire obligation and liability with respect to the infringement of any property right.

7.4 **By Licensee.** Licensee will be solely responsible for any and all liability arising out of or relating to any claim for: **(a)** alleged infringement of any U.S. Intellectual Property Right of others, arising out of the use of the Licensed Software by Licensee in any manner prohibited by this Agreement; **(b)** any claim (other than a claim indemnified by Licensor pursuant to Section 7.1) related to or arising out of Licensee's use or misuse of the Licensed Software; and **(c)** Licensee's breach of its obligations under this Agreement.

ARTICLE 8 LIMITATION OF LIABILITY

8.1 LICENSOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED SOFTWARE. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING ANY DUTY TO INDEMNIFY) SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY LICENSEE FOR USE OF THE LICENSED SOFTWARE UNDER THE PRIME CONTRACT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 8 ALLOCATE THE RISKS OF PRODUCT NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAWS. THE TERMS OF THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 9 TERM AND TERMINATION

9.1 **Term.** The Term of this License is three (3) years and the License fees are fixed for that period of time.

9.2 **Termination.** This Agreement shall be terminated immediately, without prejudice to any other remedy Licensor may have in the event of: (a) any breach by Licensee of any material provision of this Agreement, including, without limitation, any provision of Articles 2 or 5 of this Agreement; or (b) Licensee's failure to meet the conditions of the Agreement for Licensee's continued use of the Licensed Software. Licensee may terminate this Agreement at any time upon completing the actions described in Section 9.3 below.

9.3 **Cessation of Use.** Upon termination of this Agreement, Licensee shall promptly cease using the Licensed Software and Documentation and shall promptly return all copies of the Licensed Software, Interfaces, Documentation and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on-line or off-line computer memory, and destroy all copies of such materials that also incorporate Licensor's Confidential Information. Licensor shall be entitled to enter the Licensee's premises with the Licensee's escort, and with reasonable advance notice of five (5) days or more, to repossess and remove the Licensed Software, Interfaces, Documentation, and any other Confidential Information. Licensee shall, within five (5) days from the effective date of the termination, certify to Licensor, in writing by an authorized signatory capable of binding Licensee, that all copies of the Licensed Software, Interfaces, Documentation, and any other Confidential Information have been returned, or permanently deleted or destroyed.

9.4 **Injunctive Relief.** Licensee acknowledges and agrees that its failure to comply with the terms of this Agreement, including the failure to fully comply with the post-termination obligations set forth in Section 9.2, will irreparable damage and injury which cannot be reasonably or adequately compensated for in damages in an action at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Licensee, Licensor shall be entitled to a preliminary and final injunction restraining the breach and/or requiring specific performance, without the necessity of posting any bond or undertaking in connection therewith. Any equitable remedies sought by Licensor shall be in addition to, and not in lieu of, all remedies and rights that Licensor otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

ARTICLE 10 GENERAL

10.1 **Interpretation.** The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

10.2 **Severability.** If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

10.3. Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns; Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

10.4. Waiver. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

10.5. Governing Laws. The validity, interpretation, performance, and enforcement of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

10.6. Authority. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

10.7. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the grant of the License to Licensee to use the Licensed Software, Interfaces, and Documentation and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement.

10.8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered in accordance with the requirements of the Prime Contract.

10.9. Survival. Section 2.2, 2.3, and 2.4, and Articles 5, 7, 8, 9, and 10 shall survive the termination of this Agreement for any reason.