Request to Approve the Purchase of a Document Imaging and Workflow Solution

Recommendation:
Staff recommends an approval to purchase Nolij Web, a document imaging and workflow solution, from Jenzabar, Inc. in the amount of $340,000.00 plus any applicable taxes.

Staff also recommends that the District Governing Board consider and declare Nolij and FEITH to be sole source providers for document imaging and work flow solutions based on their partnerships with Jenzabar, our enterprise resource planning (ERP) provider.

Summary:
Staff has reviewed a series of presentations from two of Jenzabar’s preferred document imaging partners, Nolij and FEITH. College staff that attended the presentations provided feedback to indicate that the majority of them felt that the Nolij product best suited the needs of our current and future operations.

The purchase includes software licensing, maintenance, and professional services that provide workflow design and implementations as well as user/administrator training.

This solution will bring efficiencies to many departments within the College by providing the capability of utilizing document imaging/management features as well as providing automation assistance to our business processes. The solution will be primarily used in our core business units to include Records and Registration, Financial Aid, Financial Services, and Human Resources.

Our pricing has been compared to the vendor’s competitively bid GSA contract schedule, and our pricing reflects a discount beyond that provided through the contract pricing.
Secure Access to Your Documents from Any Place at Any Time

The only 100% Java Web-Based Enterprise Content Management Solution
Built Exclusively for Higher Education

Nolij Web is the only 100% Java web-based document imaging and workflow solution designed and built specifically for the higher education customer. With Nolij Web, you can collect and manage all of your enterprise documents in a secure, centralized location that any authorized user can access from any browser, on any platform, at any time. Whether standalone or linked directly to your in-house administrative software solutions, Nolij Web delivers fully SSL-encrypted documents and associated metadata instantly and securely to authorized end-users anywhere and at any time.

The benefits of Nolij Web impact your entire campus

Admissions: Eliminate paper folders, streamline the admissions process, identify preferred applicants, and enjoy automated workflow processing.

Registrar: Simplify degree audit, instantly access academic history, improve transfer evaluation, and improve inquiry response time.

Financial Aid: Simplify SAP analysis, enhance the auditing process, conduct faster needs analysis and verification, and generate critical reports instantaneously.

Human Resources: Save time with electronic approvals, improve communication with potential new hires, conduct faster performance appraisals, and enhance time sheet processing.

Finance: Get a handle on paperwork, free up much-needed office space, automate communication between business units, and streamline the auditing and invoice process.

Alumni: Capture and manage all correspondence, automate reunion and event processing, stay connected with email, and improve access to alumni files.

Development: Gain instant access to your top donor files, generate acknowledgment letters more quickly, automate gift processing, and report on critical data.

Information Technology: Deploy and maintain Nolij Web with speed and simplicity thanks to Nolij’s zero footprint Java technology.

Nolij Web is easy to integrate, use, and manage.
Call us today at 888.818.6654 or visit us at www.nolij.com
What Customers are Saying

The following testimonials highlight the savings realized by these Nolij Web customers:

**Kennesaw State University**
KSU’s enrollment has ballooned from 4,800 to over 30,000 as it has grown from a two year college to the third largest state university in Georgia. KSU managed the majority of this growth with Nolij as its partner, yielding a significant reduction in the necessary increase of staff.

“Without Nolij, we could not have hired enough people to keep up with the enrollment increases we’ve had.”
Susan Blake, Associate Dean, Enrollment Services

**Villanova University**
Since hiring Nolij, Villanova’s applications have nearly doubled with no increase in staff.

“There’s no paper in the Enrollment Area, thanks to Nolij.”
Tim Toth, Imaging Coordinator

**Dartmouth College**
Nolij helped Dartmouth identify and reduce redundancy and inefficiencies by 32% in both Admissions and Financial Aid. Unnecessary steps and documents were eliminated, and pertinent data was designed to exist in one form and on one location so that staff could make swifter decisions.

“With a 16% application increase, the timing of our switch to a paperless application review process with Nolij couldn’t have been better. Going paperless with Nolij enabled us to spend less time processing application material and more time reading it. We were able to complete our applications faster, start reading sooner, track down and process missing material quicker and pass files from one reader to the next literally in seconds. Making the transition was an enormous effort, but Nolij was right there with us every step of the way.”
Paul Sunde, Senior Associate Director, Admissions Department

**The University of Tampa**
Deploying Nolij Transfer and Nolij Web, The University of Tampa was able to process 42% of their applications more quickly. Additionally, inquiries were entered into the system and responded to within 24 hours.

“Last year we hired a temporary worker to help us do data entry from September through March. This year we eliminated having to hire a temporary worker, saving thousands of dollars. This year we had a staff member leave the university. We did NOT replace that position, saving tens of thousands of dollars. Last year our support staff (seven full-time) worked evenings and weekends from December through February. They also had to work every day during winter break while the rest of the university was closed. This year, they only worked two days during the leave and only two people have worked about fifteen hours of overtime this entire season, saving THOUSANDS of dollars in overtime. Savings of over $18,000 AFTER purchasing Nolij Transfer and NOT counting the attrition of the full-time employee.”
Joy Kilfoyle, Enrollment Systems Supervisor

Call us today for more peer references or a detailed and customized ROI analysis.
888.818.6654 • www.nolij.com
Nolij/Perceptive and Feith Systems are the only two preferred Document Management Vendors that are part of the Jenzabar Partner Program. Each company is profiled in our annual Partner Guide as well as on the Partner section of our corporate site.


To significantly increase a college or university’s productivity by improving the way its workforce integrates, retains, accesses, shares, analyzes, and processes its critical information, Jenzabar has teamed with Nolij to offer their suite of products to our customers. Nolij solutions focus on document imaging, data integration, and forms processing. Industry-leading technology, a sole focus on higher education and cost point make Nolij a well-suited and dependable solution provider for institutions that wish to acquire imaging, workflow, content management, form design, document management, data modeling, reporting, collaboration, storage management, and data integration technology.


Feith Systems and Software, the experts in document management, have teamed up with Jenzabar to offer colleges and universities a solution for managing paper and business processes across the campus. Jenzabar’s document and records management solution includes document imaging, workflow, and electronic reports management.
ORDER FOR THIRD-PARTY SOFTWARE

Client Name: Northland Pioneer College
Primary Contact Name: Eric Bishop
Client Address: 103 N. 1st Ave. at Hopi Holbrook, AZ 86025-2901
Primary Contact Phone #: 928.524.7400

This Order is placed pursuant to the Third-Party Software and Services Addendum E of the Master Agreement between Jenzabar and Client dated _______________ and the TP Conditions as defined on the Third-Party Software and Services Addendum E and attached hereto as Exhibit A.

All prices shown on this Order are valid through September 30, 2012.

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<tbody>
<tr>
<td>Nolij Web – 100 Licenses (PER0093B)</td>
<td>No</td>
<td>Y**</td>
<td>$2,700 per license</td>
<td>$1,343 per license</td>
<td>$134,258</td>
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<tr>
<td>** Third-Party Maintenance (Initial One Year Term)</td>
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<td>$35,100</td>
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<td>* Third-Party Professional Services:</td>
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<tr>
<td>SOW (Dated 9.13.12) (700100)</td>
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<td>$170,642</td>
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Payment Terms:

100% of Third-Party Software due net-30 days $134,258
100% of Third-Party Maintenance due net-30 days $35,100
100% of Third-Party Professional Services due net-30 days $170,642

Total Fees to Be Paid: $340,000

** The Professional Services to be rendered pursuant to this Order will be provided by the third-party provider pursuant to the TP Conditions.

Support and Maintenance

<table>
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<tr>
<th>Start Date</th>
<th>Renewal Date</th>
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<tbody>
<tr>
<td>Effective Date of Order</td>
<td>Anniversary of Effective Date of Order</td>
</tr>
</tbody>
</table>

** Third-Party Support and Maintenance: The support and maintenance to be rendered pursuant to this Order will be provided by the third-party provider pursuant to the TP Conditions.

This Order has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
(“Effective Date”)

CLIENT
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
EXHIBIT A

Master License & Service Agreement

This Master License & Service Agreement ("the Agreement") is made effective on the date of Licensee’s signature of the Agreement ("Agreement Execution Date") between Perceptive Software, LLC with executive offices at 138 Conant Street Beverly, MA 01915 ("Perceptive") and ____________________________ having a principal place of business in ____________________________ ("Licensee").

Section 1
DEFINITIONS

1.1 "Licensed Software" means an unmodified, object-code version of the software modules listed in the reseller order form to which this Agreement is attached (the "Reseller Order").

1.2 "Documentation" means the user manuals and any other material, in any form, normally provided by Perceptive with the Licensed Software.

1.3 “Licensed Products” means the specific Licensed Software and Documentation licensed by Licensee under this Agreement.

1.4 “Server” means the reseller computer platform(s) on which Licensee is licensed to use the Licensed Software.

1.5 “License” means the license granted pursuant to this Agreement.

1.6 "License Period" shall mean the period for which the License is granted to Licensee for each Licensed Product, as shown in the Reseller Order.

1.7 "Named User" shall mean any unique employee of Licensee who is authorized or registered to use the Licensed Products.

1.8 “Concurrent User” shall mean the number of simultaneous employees of Licensee who are authorized or registered to use the Licensed Products.

Section 2
LICENSE AND PROTECTION

2.1 Licensed Software License Grant. In consideration of the license fees set forth in the Reseller Order, Perceptive grants Licensee, subject to the following terms and conditions, a non-exclusive, non-transferable, non-assignable right to use the Licensed Software, in object code form, and the Documentation for the License Period, to serve the internal needs of Licensee’s business, only at the location(s) expressly set forth in the Reseller Order, only on the designated Server(s), and limited to use by the maximum number of Concurrent Users or Named Users set forth in the Reseller Order. All license fees are non-refundable.

2.2 Protection of Software. Licensee agrees to take all reasonable steps to protect the Licensed Products from unauthorized copying or use. Licensee will allow Perceptive access to its facilities at Perceptive’s request to audit for any unauthorized copying or use of the Licensed Software. Without limiting any remedies or relief which may be available to Perceptive, Licensee agrees to pay Perceptive for additional licenses if Licensee uses the Licensed Products in any way beyond the scope of this License. The source code and/or source data in Licensed Products represents and embodies trade secrets of Perceptive or its licensors. The source code, source data, and such trade secrets are not licensed to Licensee. Any modification, addition, or deletion to the source code or source data is strictly prohibited.

2.3 Copies and Adaptations. Licensee may make or authorize the making of multiple copies of the Licensed Software, and may use multiple instances of the Licensed Software on the designated Server(s), each for production, testing and archive purposes; provided that Licensee complies with the use restrictions set forth in Section 2.1, and the requirements of Section 6.2 with respect to multiple production instances of the Licensed Software. Licensee may make a reasonable number of copies of the Documentation solely for its own internal business purposes to support Licensee's use of the Licensed Products. All proprietary rights and notices must be faithfully reproduced and included on such copies.

2.4 Ownership. Ownership, and title to, the Licensed Products (including any corrections, updates, adaptations, enhancements or copies) shall be held by Perceptive and its licensors. Copies are provided to Licensee only to allow Licensee to exercise Licensee's rights under the License. Only the License is purchased by Licensee.

2.5 Restrictions. Except as expressly authorized in this Agreement, Licensee shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or timeshare the Licensed Products or any portion thereof, or use the Licensed Products as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution outside the Licensee's organization, or prepare any derivative work based on the Licensed Products. Licensee shall not allow any third party or unlicensed user or computer system to access or use the Licensed Products. Licensee agrees not to demonstrate or disclose the Licensed Products or the results of any testing or bench-marking of same to any third parties, without Perceptive's prior written permission. Perceptive reserves all rights not expressly granted to Licensee. Licensee shall not reverse engineer, decompile, modify in any way, or create derivative works from the Licensed Products, or any portion thereof.

Section 3
DELIVERY AND ACCEPTANCE.

3.1 Licensee will have fourteen (14) days from the completion of the professional services to confirm that the Licensed Products perform substantially in conformance with the Documentation. Within such period, Licensee may provide written notice to Perceptive setting forth, in reasonable detail, any such non-conformities, in which case Perceptive will use commercially reasonable efforts to correct the non-conformity and redeliver the Licensed Product for further acceptance testing pursuant to this
section. Licensee’s failure to provide written notice of nonconformities within fourteen (14) days following Perceptive’s delivery shall be deemed an acceptance by Licensee.

**Section 4**

**LIMITED WARRANTY.**

4.1 Conformance to Specification. Perceptive warrants for ninety (90) days from the date of acceptance that the most current version of the Licensed Products substantially conforms in all material respects to their published specifications (as corrected from time-to-time) when used in the hardware and software environment supported by Perceptive. Perceptive assumes no responsibility for the use of superseded, outdated, uncorrected, or modified (by anyone other than Perceptive) versions of the Licensed Products.

4.2 Remedies. As Licensee’s exclusive remedy for any material nonconformity or defect in the Licensed Products for which Perceptive is responsible under Section 4.1, Perceptive shall use commercially reasonable efforts to correct or cure such nonconformity or defect. Perceptive shall not be obligated to correct, cure or otherwise remedy any such nonconformity or defect if Licensee has made any unauthorized changes whatsoever or has misused or damaged the Licensed Products in any respect or if Licensee has not reported to Perceptive the specific existence and nature of such nonconformity or defect promptly in writing upon discovery thereof.

4.3 Disclaimer of Warranty. PERCEPTIVE WARRANTS THAT IT HAS THE AUTHORITY TO GRANT THE USE OF THE LICENSED PRODUCTS PURSUANT TO THIS AGREEMENT. NEITHER PERCEPTIVE NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE LICENSED PRODUCTS OR THE SERVICES. PERCEPTIVE AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PERCEPTIVE AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED PRODUCTS WILL SATISFY LICENSEE’S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR OR THAT THEIR OPERATION WILL BE UNINTERRUPTED. PERCEPTIVE AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE WITH RESPECT TO THE USE OF THE RESULTS. THE ENTIRE RISK AS TO LICENSEE’S USE OF THE RESULTS OF THE LICENSED PRODUCTS IS ASSUMED BY LICENSEE.

**Section 5**

**INTELLECTUAL PROPERTY INDEMNIFICATION**

5.1 Perceptive shall indemnify and defend Licensee against any claims that the Licensed Products or the Deliverables infringe any patent, copyright, or other intellectual property right of a third party, provided that Perceptive is given prompt written notice of such claim and is given proper and full information, reasonable assistance, at Perceptive’s expense, and sole authority to defend or settle the claim, in the defense or settlement of the claim. Perceptive may, at its sole option, obtain for Licensee the right to continue using the Licensed Products, or replace or modify them so that they become non-infringing while giving equivalent performance or, if such remedies are not reasonably available, remove the Licensed Products and accept their return and for those perpetually licensed products, refund pro-rata the license fees received by Perceptive apportioned on a straight line three (3) year basis for perpetually licensed products and on a monthly pro-rated basis for those annually Licensed Products. Perceptive shall have no liability for infringement claims if the alleged infringement is based on or arises from (i) the modification of the Licensed Products by anyone other than Perceptive; (ii) the use of the Licensed Products in combination with equipment or software not approved by Perceptive or not in accordance with Perceptive specifications and documentation; or (iii) the use of other than the most current release of the Licensed Products made available by Perceptive to Licensee. THE FOREGOING STATES PERCEPTIVE’S ENTIRE LIABILITY FOR INFRINGEMENT OF COPYRIGHTS, PATENTS, TRADE SECRETS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

**Section 6**

**MAINTENANCE & SUPPORT OF LICENSED PRODUCTS.**

6.1 Maintenance. Subject to Licensee paying for annual maintenance fees or annual license fees as set forth on the Reseller Order, Perceptive or reseller shall provide to Licensee during the annual term shown on the Reseller Order or any renewal thereof, with such bug fixes, corrections, improvements, minor enhancements and updates to Licensed Products which Perceptive makes generally available under annual software maintenance to other licensees of the same products. All maintenance fees are non-refundable. Support does not include software application solutions or modules that are normally licensed by Perceptive separately from the Licensed Products. Perceptive will continue to support each generation (which is denoted by a change in the digits to the left of the decimal point [(X.x.x)]) and each major release (which is denoted by a change in the tenths digit to the right of the decimal point [X.(x.x)]) of the Licensed Software for a period of one (1) year after it has been superseded by the next generation or major release as applicable.

6.2 Support of multiple instances (applies to Nolij Web software only). Software maintenance includes support of a single production instance of the Licensed Products. Licensee is allowed to have any number of additional, separate, production instances of the Licensed Products provided a separate software maintenance agreement is purchased for each unique instance.

6.3 Support. Subject to Licensee paying for annual maintenance fees or annual license fees as set forth on the Reseller Order, and having taken the required Perceptive training services, Perceptive shall provide to Licensee during the annual term shown on the Reseller Order or any renewal thereof, support. Perceptive shall provide telephone number(s) to enable communication with a service representative between the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time, Monday through Friday, exclusive of holidays in the U.S. (“Normal Business Hours”). Licensee is also provided access to the Support section on Perceptive’s website in which issues can be communicated via the web.
In case of an emergency, Licensee may contact Perceptive 24 hours per day, 7 days per week using Perceptive’s paging system. If the problem is determined to be due to an error with the Licensed Products, Perceptive will use commercially reasonable efforts to correct or cure such nonconformity or defect. If the error is severe in nature “Severe Issue” (i.e., Licensee site is unable to operate either partially or entirely) the issue is addressed under Perceptive’s Severe Issue Escalation Process:

**Issue Severity** | **Corrective Action**
---|---
Level 1 | Severe Issue has not been resolved after 1 hour by Perceptive Technical Support; a Perceptive developer will be assigned to work with Licensee
Level 2 | Severe Issue has not been resolved after 2 hours; the head of Perceptive’s Development organization will be assigned until the issue is resolved

Perceptive shall not be obligated to correct, cure or otherwise remedy any such error if Licensee has made any unauthorized changes whatsoever or has misused or otherwise remedy any such error if Licensee has made any unauthorized changes whatsoever or has misused or damaged the licensed Products.

If a problem is determined not to be an error with the Licensed Products, but rather due to lack of Licensee’s in-house experience with the licensed Products, the service representative will attempt to assist Licensee via telephone. If however, the service representative determines that the problem cannot be resolved in a reasonable and timely manner via telephone, Licensee will be directed to Perceptive Professional Services to schedule either remote or on-site assistance at Perceptive’s standard hourly consulting rate.

**Section 7 PROFESSIONAL SERVICES**

7.1 Services. Perceptive may from time to time provide professional services (e.g., implementation, training, on-site services, remote services, etc.) to Licensee which will be more fully described in one or more Statements of Work mutually agreed to by the parties (the “Services”). Perceptive agrees to perform the Services described in any Statement of Work accepted by Perceptive according to the schedule set forth therein. The Statement of Work shall contain the following terms and conditions as applicable: (i) the scope of work to be performed by Perceptive, (ii) the deliverables to be provided to Licensee, (iii) the anticipated milestone and delivery schedule, and (iv) the payment structure. Licensee will have fourteen (14) days from the completion of the Services to confirm that the Services conform with those specified in the applicable Statement of Work. Licensee’s failure to provide written notice of nonconformities within fourteen (14) days following Perceptive’s completion of the Services shall be deemed an acceptance by Licensee.

7.2 Fee Structure. Fees for professional services will be charged as follows:

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Normal Service</td>
<td>All work performed during Perceptive’s Normal Business Hours will be charged at Perceptive’s current hourly or fixed price rate.</td>
</tr>
<tr>
<td>Priority Service</td>
<td>All work performed during evenings, weekends and holidays will be charged at 1.5 times Perceptive’s current hourly or fixed price rate.</td>
</tr>
<tr>
<td>For on-site services, Licensee will be charged for travel time at Perceptive’s current hourly rate.</td>
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7.3 Payment for Services. Licensee shall pay Perceptive the fees set forth in the applicable Statement of Work for the performance of Services. In addition, Licensee shall reimburse Perceptive for actual travel, per diem and out-of-pocket expenses incurred.

7.4 Ownership of Deliverables. Licensee acknowledges and agrees that any and all deliverables provided as part of the Services, including, without limitation, any modification or enhancements to the Licensed Products, and any ideas, know-how or techniques relating thereto (the “Deliverables”) shall be and remain the property of Perceptive. Perceptive grants Licensee a nonexclusive, nontransferable license to use such Deliverables for Licensee’s internal use only during the specified License Period.

7.5 Service Warranty. Perceptive warrants that the Services will be of a professional quality conforming to generally accepted industry standards and practices.

7.6 Taxes. The Service fees payable under the Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or similar taxes or duties (“Taxes”) and any such Taxes, other than taxes based on the net income of Perceptive, shall be assumed and paid for by Licensee except in those cases where Licensee is tax exempt and provides Perceptive a copy of the appropriate IRS tax-exempt certification letter or similar document.

7.7 Relationship of the Parties. Perceptive shall perform the Services under the general direction of Licensee, but Perceptive shall determine, in Perceptive’s sole discretion, the manner and means by which the Services are accomplished.

7.8 Working Facilities. Perceptive shall be furnished with all facilities and services as are suitable and adequate for the performance of Perceptive’s Services should the applicable Statement of Work require work to be performed at Licensee’s facility. Otherwise, Perceptive shall perform the Services at Perceptive’s facility.

**Section 8 CONFIDENTIALITY.**

By virtue of this Agreement, the parties may be exposed to or provided with certain confidential and proprietary information of the other party (“Confidential Information”). Confidential Information shall be designated as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure. Perceptive’s Confidential Information includes without limitation: conditions and pricing contained within this Agreement, Licensed Products, Perceptive intellectual property, Perceptive product implementation processes, Perceptive product specifications, operation, and underlying
technology, Perceptive product documentation and Perceptive training documentation. Such information, products and materials will be deemed Confidential Information whether or not described or designated as such at the time of communication or disclosure.

8.2 Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without prior written consent of the other party.

8.3 Information shall not be considered Confidential Information to the extent, but only to the extent, that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) is independently developed by one party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

8.4 Licensee acknowledges that the Licensed Products are valuable, proprietary assets of Perceptive and that Perceptive has invested significant resources in their development. To further protect the confidentiality of the Licensed Products Licensee agrees that during the term of this Agreement and for a period of three (3) years thereafter, no employee or consultant of Licensee who has used or had access to the Licensed Products will engage in the development or implementation of any products that have functionalities similar to the Licensed Products or that may otherwise be competitive with Licensed Products.

Section 9
LIMITATIONS OF LIABILITY.

9.1 THE CUMULATIVE LIABILITY OF PERCEPTIVE AND ITS LICENSORS TO LICENSEE FOR ALL CLAIMS RELATED TO THE LICENSED PRODUCTS, THE SERVICES AND THIS AGREEMENT THAT ARISE DURING EACH TWENTY-FOUR (24) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, WITH THE FIRST PERIOD COMMENCING ON THE DATE OF THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO PERCEPTIVE HEREUNDER DURING THE APPLICABLE TWENTY-FOUR (24) MONTH PERIOD. PERCEPTIVE AND ITS LICENSORS SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE LICENSED PRODUCT OR DOCUMENTATION, THE SERVICES OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS SET FORTH IN THIS AGREEMENT.

Section 10
TERM AND TERMINATION.

10.1 The term of this Agreement shall commence on the Agreement Execution Date and shall remain in effect until the earlier of the expiration of the relevant License Period, or a party's termination as a result of material breach in accordance with the provisions of this section. The License Periods applicable to the Licensed Products may be annual or perpetual and are defined in the Reseller Order. Upon the expiration of the (i) License Periods for subscriptions for non-perpetual licenses (if any), and (ii) the maintenance term (as defined in the Reseller Order), such License Periods and/or maintenance term will be automatically renewed by both parties at Perceptive's then-current prices unless either party provides notice of termination at least sixty (60) days before the expiration date. Termination of this Agreement for any reason shall result in the simultaneous termination of all license rights granted hereunder, except as to perpetual licenses acquired hereunder. Except as provided in Section 10.3 herein below, either party may terminate this Agreement and/or the applicable License Period for cause if the other party has materially breached this Agreement and has not corrected such breach within thirty (30) days of receipt of specific written notice of same. Upon termination for cause, Licensee agrees to immediately discontinue all use of the applicable Licensed Products and delete and destroy all copies of same and deliver a letter signed by a duly authorized officer of Licensee certifying compliance with the foregoing requirements. If Licensee does not renew a non-perpetual license for a Licensed Product, Licensee, immediately following the last day of the License Period, cease using said Licensed Products, delete and destroy all copies of said Licensed Products (including any and all configuration libraries) and deliver a letter signed by a duly authorized officer of Licensee certifying compliance with the foregoing requirements.

10.2 The following provisions will survive any termination or expiration of this Agreement: Section 2, Section 7.4, Section 8, Section 9, Section 10, and Section 11.

10.3 In the event that Licensee believes that Perceptive has not delivered Licensed Products that conform to the terms and specifications and performance requirements incorporated hereunder, Licensee shall deliver written notice of such belief to Perceptive, setting forth the basis of such belief, and Perceptive shall respond in writing within fifteen (15) days of receipt of such notice with its statement either disputing Licensee's claim, or stating its agreement to deliver a Corrective Action Plan ("CAP") within fifteen (15) days thereafter, which CAP will set forth a means and timetable to address and resolve the claims made by Licensee. Within ten (10) days following receipt of the CAP, Licensee shall inform Perceptive of its acceptance or rejection of the content of the CAP. If Licensee does not timely respond to the CAP, then it shall be deemed to have accepted the contents of the CAP and Perceptive shall proceed forthwith to implement the program so stated therein. If Licensee timely objects to the content of the CAP, or to Perceptive's dispute of Licensee's objection, the parties shall meet and confer in good faith to resolve the dispute. The first such meeting shall occur within twenty (20) days of the receipt by Perceptive of the written notice from Licensee objecting to the CAP, or otherwise disagreeing with Perceptive's dispute of the claim. If the parties have failed to resolve the dispute within thirty (30) days of the written notice, then the parties' dispute shall be resolved through arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., conducted by
application of the rules of the American Arbitration Association, in Massachusetts. The parties shall jointly select an independent third party arbitrator, who is familiar with the practice of licensing, installing and customizing software for business applications. If the parties are unable to decide upon one individual third party arbitrator, then each party shall select an independent arbitrator and the two arbitrators shall select a third arbitrator who possesses such skills. The arbitrator may award any relief allowed under Massachusetts law, including equitable relief and attorney’s fees.

Section 11
GENERAL CONDITIONS.

11.1 Governing Law. Any disputes under this Agreement shall be resolved under the law of the State of Massachusetts, without reference to conflict of laws principles. Except as provided in Section 10.3 hereinafore, for any disputes arising out of this Agreement, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts in Massachusetts.

11.2 Entire Agreement. This Agreement sets forth the entire understanding and agreement between Licensee and Perceptive and supersedes all proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties.

11.3 Waiver. No waiver or any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of Perceptive, and no waiver or any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

11.4 Assignment. This Agreement and the use of the Licensed Products and the Services provided hereunder are not assignable without the prior written consent of Perceptive, which consent shall not be unreasonably withheld. Any attempt at assignment without such consent shall be null and void and of no force and effect.

11.5 Purchase Orders. Nothing contained in any purchase order, purchase order acknowledgment, or invoice shall in any way modify or add any additional terms or conditions to this Agreement; provided, however, that such standard variable terms as price, quantity, tax exempt status, delivery date, shipping instructions and the like shall be specified on each purchase order.

11.6 Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes.

11.7 Taxes. The fees and purchase price shown in all Schedules exclude all sales, use, VAT and other taxes, customs duties, and freight. Licensee is solely responsible for payment of all such taxes.

11.8 Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier or by registered mail, return receipt requested, to the address of the parties first set forth in this Agreement or to such other address of the parties designated in writing in accordance with this subsection.

Perceptive Software
Attn: Contracts
138 Conant Street
Beverly, MA 01915

Licensee

__________________________
__________________________
__________________________

11.9 Severability. Should any provision of this Agreement be invalid, ineffective, or unenforceable under present or future laws, the remainder of the provisions shall remain in full force and effect and in no way be affected, impaired, or invalidated.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

The signatures of the parties appearing below indicate acceptance of this Agreement

Perceptive Software, LLC

Signature: ___________________________________
Name: ___________________________________
Title: ___________________________________
Date: ___________________________________

Licensee

Signature: ___________________________________
Name: ___________________________________
Title: ___________________________________
Date: ___________________________________

Perceptive Software is an affirmative action-equal opportunity employer.
This Statement of Work describes the Third-Party Professional Services which Jenzabar, Inc. agrees to make available to Client. This Statement of Work is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement and the TP Conditions as defined in the Third-Party Software and Services Addendum E apply to this Statement of Work. This Statement of Work relates only to the Order for Third-Party Software to which it is attached, and is not valid unless signed by an authorized representative of Jenzabar and Client. Client understands that the Third-Party provider will be providing the Third-Party Professional Services and Jenzabar is not responsible or liable for the performance of such services.

1. **Services Invoicing.** This Statement of Work is an estimate of the time needed for the Third-Party Professional Services ordered by Client. Except as otherwise indicated in the Order for Third-Party Software, the Third-Party Professional Services will be either (i) billed on a time and materials basis for Third-Party Professional Services provided by the hour or by the day or (ii) billed, if provided on a fixed pricing basis, by deliverables or upon completion. Travel time and expenses are not included herein and will be billed separately.

2. **Third-Party Professional Services to be Provided:**

<table>
<thead>
<tr>
<th>Third-Party Software – Training Services</th>
<th>Quantity</th>
<th>Rate Type</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nolij Web Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>Fixed Price</td>
<td>$34,000</td>
<td>$34,000</td>
</tr>
<tr>
<td>Implementation and Project Planning</td>
<td>1</td>
<td>Fixed Price</td>
<td>$16,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>Infrastructure Readiness and Installation</td>
<td>1</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Configuration Services for One (1) Office</td>
<td>3</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$24,000</td>
</tr>
<tr>
<td>Workflow Design and Configuration for One (1) Office</td>
<td>9</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$72,000</td>
</tr>
<tr>
<td>Nolij Web Forms Design and Configuration for One (1) Office</td>
<td>9</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$72,000</td>
</tr>
<tr>
<td>End-user Training</td>
<td>2</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>Administrator Training</td>
<td>1</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advanced Administrator Training – Workflow and Forms</td>
<td>1</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Go-live</td>
<td>1</td>
<td>Fixed Price</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Total Nolij Web Services</strong></td>
<td></td>
<td></td>
<td></td>
<td>$266,000</td>
</tr>
</tbody>
</table>

**One Time Nolij discount (36% hourly rate discount. Standard rate $180/hr, now $115/hr.) (700100)**

($95,358)

**Total Third-Party Professional Services**

$170,642

<table>
<thead>
<tr>
<th>Third-Party Professional Service</th>
<th>Description</th>
<th>Time</th>
</tr>
</thead>
</table>
| Implementation and Project Planning | - The Nolij Project Manager is the primary Nolij point of contact to the client and is responsible for the overall success of the assigned Nolij deployment work. The Nolij Project Manager is responsible for ensuring that the assigned work is completed on time and to the client’s documented requirements. Duties include:  
  ✓ Project initiation: schedules and conducts project “Kick off” meeting with client and project team, provides documented minutes including schedule of services, deliverables and key events to client and Nolij team.  
  ✓ Client communications: provides proactive status of Services performed or in progress and written updates to client.  
  ✓ Problem management and resolution: works with the client’s designated Project Manager to define and manage escalation procedures with client, internal teams and involved partners. Provides work-around alternatives, proposes contingency plans.  
  ✓ Deployment team: identifies Nolij Professional Services team members to complete the quoted work, including roles. | 2 weeks |
<table>
<thead>
<tr>
<th>Responsibilities and assigned deliverables.</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Work assignments: manages and facilitates Nolij Professional Services technical resource activities, provides daily and overall leadership to the assigned Nolij Professional Services technical deployment team.</td>
</tr>
<tr>
<td>✔ Team communications: works with the client’s designated Project Manager to establish and maintain effective verbal and written communications amongst all assigned Nolij and client project resources.</td>
</tr>
<tr>
<td>✔ Deployment schedule: works with the client’s designated Project Manager to develop and maintain the deployment schedule including Project Milestones with client.</td>
</tr>
<tr>
<td>✔ Change requests: manages and maintains Change Order procedures that affect the Nolij Services schedule or committed deliverables.</td>
</tr>
<tr>
<td>✔ Post-acceptance closure: schedules and conducts project (or deployment phase) closure meeting with client, provides As-Built documentation set(s), and client Milestone Completion report.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Infrastructure Readiness and Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Nolij will perform the following activities:</td>
</tr>
<tr>
<td>✔ Equipment and platform checklist review</td>
</tr>
<tr>
<td>✔ Install and configure server and Nolij Web database (a relational database such as SQL Server will be needed for storing the Nolij Web database tables)</td>
</tr>
<tr>
<td>✔ Test server connection to one (1) non-proprietary ERP database</td>
</tr>
<tr>
<td>✔ Configure and test Nolij Web storage repository (e.g. SAN, Linux, etc.)</td>
</tr>
<tr>
<td>✔ Configure scanner(s) &amp; driver(s)</td>
</tr>
<tr>
<td>✔ Install Nolij Web metadata tables</td>
</tr>
<tr>
<td>✔ Configure test user account and validate authentication methodology (e.g., LDAP, Kerberos, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nolij Web standard configuration for one administrative office</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Nolij will review, implement, and test typical queries, permissions and document types with the client</td>
</tr>
<tr>
<td>- At the end of this phase, an office has the ability to scan/store/index/retrieve within a test environment</td>
</tr>
<tr>
<td>- Major benefits of scan/store/index/retrieve functionality include:</td>
</tr>
<tr>
<td>✔ Eliminate the need for the creation of any paper folders by creating a user-friendly electronic virtual folder</td>
</tr>
<tr>
<td>✔ Single point access to all new record data for increased on-line services to applicants, supervisors and departments</td>
</tr>
<tr>
<td>✔ Improve techniques for receipt of external documents</td>
</tr>
<tr>
<td>✔ Record matching and document searching</td>
</tr>
<tr>
<td>✔ Ability to retrieve single student records through a variety of queries</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nolij Web End User Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Nolij will provide one week of onsite training to the Nolij Web end users. Training is comprised of classroom style training and one-on-one personal coaching for the functional office users at their workstations</td>
</tr>
<tr>
<td>- Nolij provides each attendee with a bound hardcopy of the classroom training materials</td>
</tr>
<tr>
<td>- Training covers all essential Nolij Web functional tasks including:</td>
</tr>
<tr>
<td>✔ Log-in, scanning, storing, indexing and retrieving documents</td>
</tr>
<tr>
<td>✔ Image manipulation, annotations and messaging</td>
</tr>
<tr>
<td>- Class size is limited to 12 attendees per session, up to two sessions per week, total of 24 attendees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nolij Web Advanced Administrator Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Nolij will provide one week of onsite training focused to specific technical disciplines custom tailored in advance with the client. Based on available time and each clients interest, the Advanced Admin training can contain modular components selected by the client for Nolij Best Practices including:</td>
</tr>
<tr>
<td>✔ NW Workflow and bi-directional NW Forms and query/insert/update to SIS, custom table capture of data specific to NW Workflows, attaching to multiple database sources, context searching in documents, techniques and</td>
</tr>
</tbody>
</table>

1 week

1 week (per office)

1 week

1 week
<table>
<thead>
<tr>
<th>Approaches in building sub-index queries</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Building, using, and migrating Nolij Web test environment into production</td>
</tr>
<tr>
<td>✔ Nolij Connect user views and template creation</td>
</tr>
<tr>
<td>✔ eForm planning and approaches</td>
</tr>
<tr>
<td>✔ Configuring the Nolij Archive module for complex retention/roll-off scheduling</td>
</tr>
<tr>
<td>✔ Other technical/functional areas when mutually agreeable</td>
</tr>
</tbody>
</table>

- Advanced Admin training is highly technical with hands-on labs and intentionally less structured than other Nolij classes for each clients unique needs
- After completing this course, attendees will be trained to design and implement advanced Nolij Web functionality
- Class size is limited to 4 attendees and is open to the system administrator(s) as well as programmers and technical staff within functional offices

### Nolij Web Workflow design & configuration for an administrative office

- Nolij will plan, design, and implement an electronic business process utilizing Nolij Web Workflow.
- Includes a review of Nolij Web Workflow functionality and Best Practice usage examples
- Reviews client provided documentation (e.g., block diagram/Visio/written procedures/etc.) of their existing manual departmental level processes.
- Includes Client Requirements Document (CRD) discovery session(s) for final crafting and Best Practice Nolij Web recommendations for client specific Nolij Web implementation
- Includes a Nolij developed CRD, verified and signed by the client prior to the start of Nolij Web Workflow configuration work
- Includes external database integration (e.g., Banner, PeopleSoft, Jenzabar, PowerFAIDs, etc.) via JDBC
- Benefits of Nolij Web Workflow – real-time process efficiency and quality
  ✔ Automate information flow based on defined roles, inputs and outputs
  ✔ Automate redundant and time consuming tasks (e.g., automatic SIS checklist updates)
  ✔ Eliminate the limitation of a physical folder’s whereabouts
  ✔ Remove process bottlenecks and incorporate load balancing
  ✔ Track and locate a folder and its status any time
- Deliverables include:
  ✔ Up to 4 hours Client Requirements Discovery (CRD) final crafting.
  ✔ Up to 20 total Nolij Web Workflow Steps, including up to 3 Nolij Web Automated Workflow Steps.
  ✔ Up to 100 unique Nolij Web Inboxes.
  ✔ Configured to read access up to two external client databases.

### Nolij Web Forms design & configuration for an administrative office

- Nolij will plan, design and implement an integrated view of relevant data (which may reside in disparate forms, screens or systems) to be displayed alongside an image using Nolij Web Forms.
- Includes a review of Nolij Web Forms functionality and Best Practice usage examples
- Leverages client provided documentation of their existing ERP/SIS tables
- Includes Client Requirements Document (CRD) discovery session(s) for the final crafting and Best Practice Nolij Web recommendations for client specific Nolij Web Forms implementation
- Includes external database integration (e.g., Banner, PeopleSoft, Jenzabar, PowerFAIDs, etc.) via JDBC
- Benefits of Nolij Web Forms – real-time process efficiency and quality
  ✔ Ability to aggregate and display relevant data (which may reside in disparate forms, screens, or systems multiple systems) and display alongside a student folder’s content for a
true integration view within Nolij Web
- Eliminate the need to toggle between disparate systems, forms or screens to be able to see and update all relevant data
- Include custom data that may or may not reside in the ERP/SIS
- Deliverables include:
  - Up to 4 hours Client Requirements Discovery (CRD) final crafting.
  - Limited to one (1) Form.
  - Up to 30 total fields per Form.
  - Up to 10 read only database queries.
  - Configured to read access up to three external client databases.

- **Go-Live Readiness and Mentoring Services**
  - Go-Live Readiness and Mentoring Services are designed specifically to facilitate a smooth transition of the customer’s Nolij Web system from test to live production.
  - Nolij will provide services to assist and mentor the customer technical team to reinforce newly acquired Nolij Web skills, and to reduce their learning curve.
  - Nolij will provide personal guidance, answer administrator or user questions in real-time and provide proactive and on-demand over-the-shoulder coaching.
  - Go-Live Readiness and Mentoring Services are sold in units of five (5) prepaid days that can be used all at once, or scheduled as needed in half-day increments over a six months period.
  - Work focus examples include:
    - Operational administration
    - Nolij Web Workflow or Nolij Web Forms design planning
    - Adjustments and configuration changes
    - Integration planning
    - Expansion/capacity planning
    - Upgrade planning and assistance
    - Migrating test instance changes to production
    - Migration planning
    - Software adjustments to accommodate client business process changes
  - Go-Live Readiness and Mentoring Services are scheduled in advance and typically delivered remotely, onsite delivery can be provided for weeklong requests.

1 week

This Statement of Work has been executed on behalf of the parties by their duly authorized representatives.

<table>
<thead>
<tr>
<th>JENZABAR, INC.</th>
<th>CLIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________________</td>
<td>By: ___________________________</td>
</tr>
<tr>
<td>Name: ___________________________</td>
<td>Name: ___________________________</td>
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<tr>
<td>Title: ___________________________</td>
<td>Title: ___________________________</td>
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<tr>
<td>Date: ___________________________</td>
<td>Date: ___________________________</td>
</tr>
<tr>
<td>(&quot;Effective Date&quot;)</td>
<td></td>
</tr>
</tbody>
</table>
THIRD-PARTY SOFTWARE AND SERVICES ADDENDUM E

This Addendum governs the use of any third-party Software products and services licensed by Jenzabar to Client. This Addendum is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement apply to this Addendum.

1. THIRD-PARTY LICENSE GRANT.

Jenzabar grants Client a non-exclusive, non-transferable license to use the third-party Software products and/or services specified in an Order (the “TP Order”) for Client’s own non-commercial internal higher education administrative activities with such license rights and privileges as Jenzabar is authorized to grant Client pursuant to its agreement with the applicable third-party provider. Client will have the right to use such third-party Software and/or services pursuant to the terms and conditions of this Addendum and the third-party provider’s standard terms and conditions (the “TP Conditions”) that relate to the third-party Software and/services listed on the applicable TP Order. Client’s usage of any third-party Software or service licensed hereunder is restricted to the minimum hardware configuration required and the number of seats or users to extent specified in the TP Order. Each third-party provider retains title to, all copies thereof and any associated Intellectual Property Rights therein.

2. THIRD-PARTY LICENSE RESTRICTIONS.

Client’s use of the third-party Software or services listed on the applicable TP Order is restricted pursuant to Jenzabar’s standard third-party restrictions, Jenzabar’s agreement with such third-party provider, and Client’s compliance with the TP Conditions. Reverse engineering, disassembly or decompilation of any third-party Software or service on an applicable TP Order is prohibited. Client is prohibited from sublicensing, timesharing, rental, facility management, or service bureau usage of any third-party Software or service licensed hereunder.

3. DISCLAIMER OF WARRANTIES AND LIABILITY EXCLUSION.

3.1. NO JENZABAR WARRANTY. ANY LICENSE GRANT FOR ANY THIRD-PARTY SOFTWARE OR SERVICES HEREUNDER BY JENZABAR AS AN AUTHORIZED RESELLER IS PROVIDED BY JENZABAR WITHOUT ANY WARRANTY FROM JENZABAR. ANY WARRANTY FOR THIRD-PARTY SOFTWARE AND/OR SERVICES IS PROVIDED EXCLUSIVELY BY SUCH THIRD-PARTY PROVIDER AND IS EXPRESSLY LIMITED TO THE WARRANTY PROVIDED BY THE THIRD-PARTY PROVIDER, IF APPLICABLE. JENZABAR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.2. NO JENZABAR LIABILITY. IN NO EVENT WILL JENZABAR BE LIABLE TO CLIENT RELATED TO CLIENT’S USE OF THE THIRD-PARTY SOFTWARE AND/OR SERVICES UNDER THIS ADDENDUM.

3.3. EACH THIRD-PARTY PROVIDER FOR THE THIRD-PARTY SOFTWARE AND SERVICES LISTED ON THE APPLICABLE TP ORDER WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES AND CLIENT DISCLAIMS AND LIMITS ANY AND ALL LIABILITY OF SUCH THIRD-PARTY PROVIDER CONSISTENT WITH THE TP CONDITIONS.

4. INDEMNITY.

Client will indemnify Jenzabar and each third-party provider for any claims related to Client’s violation of this Addendum and/or the TP Conditions.

5. SUPPORT.

If indicated on the applicable TP Order, Jenzabar will provide its standard third-party support services for third-party Software and/or services that Jenzabar is obligated to provide support services for, as indicated on the applicable TP Order. If not indicated on the applicable TP Order, such support will be available from third-party provider directly.

6. FEES.

Client shall make payment to Jenzabar for the third-party Software and/or services as set forth in the applicable TP Order. Notwithstanding anything to the contrary in the TP Conditions, by paying Jenzabar all fees on the applicable TP Order, Client shall have the right to use the third-party Software and/or services specified in the TP Order during the TP-Term and any renewal TP-Term.

7. TERM AND TERMINATION.

The term of the third-party Software and services will commence on the effective date of the TP Order or such other date specified in the TP Order and will continue as specified in the TP Order and as renewed hereunder (the “TP-Term”). Thereafter, unless otherwise provided in the TP Order, the TP-Term will be automatically renewed for successive annual renewal terms commencing on the renewal date as set forth in the TP Order, unless either party provides written notice of nonrenewal at least sixty (60) days prior to the end of the current TP-Term. All renewal terms will be priced at then-current rates. Jenzabar will notify Client at least ninety (90) days prior to the start of any renewal term of any price changes or change in terms for such renewal term. Except for a breach pursuant to Section 3 of the General Terms of the Master Agreement, Client may not terminate the third-party Software or services prior to the end of the applicable TP-Term. Upon termination of the TP-Term, Client will destroy or return all copies of any third-party Software and services licensed hereunder to the extent received by Client, to Jenzabar to be returned to such third-party provider.

8. CONFIDENTIALITY.

Although copyrighted, the third-party Software products and services contain proprietary and confidential information of each such third-party. Client will maintain the third-party Software and services listed on the applicable TP Order in confidence and...
will use a reasonable degree of care to protect the confidentiality of the third-party Software and/or service.

9. NOTICE OF CLAIM.

Client will provide Jenzabar with prompt written notice of any claim, or suit against Client regardless of its nature, which involves any third-party Software or service licensed hereunder, and Client shall provide Jenzabar with all information known to Client relating thereto.

10. CONFLICT.

In the event of a conflict between this Addendum and the TP Conditions with respect to Jenzabar's rights and obligations related to the third-party Software and/or services, this Addendum shall control.

This Addendum has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ________________________________
("Effective Date")

CLIENT

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ________________________________