

AGREEMENT FOR PROFESSIONAL SERVICES

DATA WAREHOUSE

AGREEMENT #008.15.B1

THIS AGREEMENT is entered into this 1st day of December, 2014, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and Versifit Technologies, LLC, 103 W. College Avenue, Suite 923, Appleton, WI 54911, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP No. 008.15.B1 for a data warehouse system issued by the Board and has been selected to perform certain services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

- (1) The work and services to be performed by the Contractor shall be in accordance with the following documents in the order of precedence listed:
 - Request for Proposal for Data Warehouse System, RFP No. 008.15.B1, dated August 26, 2014;
 - Versifit Technologies, LLC proposal dated September 8, 2014 and as modified by a Best and Final Offer dated November 13, 2014.
 - Versifit Technologies, LLC Software License Agreement, attached.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP No. 008.15.B1, whose provisions for services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of one year. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

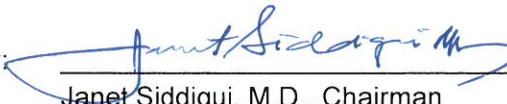
- (1) The Contractor shall receive compensation within 30 days of invoice date.
- (2) Payment shall be made in accordance with the provisions set forth in Section 6.5 based upon satisfactory completion of the milestones per the attached payment schedule, Attachment A.

ARTICLE V - INSURANCE


The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

By:  (SEAL)
Janet Siddiqui, M.D., Chairman
Board of Education of Howard County

WITNESS:

By:  (SEAL)
Renee A. Foose, Superintendent

WITNESS:

By: Michael Restle
Signature

Michael Restle President

Typed Title

Versifit Technologies

Company Name

103 W College Ave Suite 910

Address

Appleton WI 54912

City, State Zip

920 882 1904/ 920 830 0304

Telephone

Fax

6 GENERAL PROVISIONS

6.1 CANCELLATION OF THE RFP

HCPSS may cancel this RFP, in whole or in part, at any time before the opening.

6.2 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

6.3 CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

6.4 CONTRACT DOCUMENTS

Contract Documents consist of the Specifications, the General Provisions, and any applicable drawings and addenda issued, and the Terms and Conditions of the Proposal.

All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Offeror, by submitting its Proposal, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

6.5 PURCHASE ORDER

Payments will be made contingent upon the satisfactory completion of the timeframes defined in Section 3.4 under Implementation Schedule and under Performance Based Milestones in Section 3.19. The determination of satisfactory completion of the Performance Based Milestones and completion of each phase of the work shall be made by the HCPSS project manager, in consultation with the Contractor's representative. HCPSS may request additional information or clarification. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

6.6 BILLING AND PAYMENT

The awarded Contractor shall submit invoices to the Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Director of Data Management – Mr. Justin Benedict. Invoices must contain the following information:

- a) Contract Number
- b) Name of Location
- c) Description of Service being invoiced

- d) Billing Period covered
- e) Total Amount due
- f) Purchase order number

6.7 BILLING VERIFICATION

Invoices showing the awarded Contractor's purchase price must be supplied to verify charges to The Howard County Public School System.

All costs shall reflect any rebates and/or marketing incentives paid back to the awarded Contractor.

HCPSS retains the right to verify the awarded Contractor's buy and sell data to confirm the Contractor's sell price to the school system. The awarded Contractor shall supply, upon request, access to any and all verifications of the awarded Contractor costs, freight charges, promotional allowances, sell prices, and percentage mark ups as they relate to this contract. If it is determined that awarded Contractor has overcharged the school system, the awarded Contractor shall be liable for all retroactive overcharges.

6.8 PAYMENT

Subject to the performance of the work within the implementation schedule and its acceptance by the HCPSS, successful Contractor may invoice the HCPSS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Price Proposal Form, attached hereto and made part hereof. In the event that successful Contractor is not in default of any of the contract terms and conditions, then HCPSS shall cause said invoice to be paid timely.

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice.

6.9 TIME DISCOUNTS

Prompt payment discounts are solicited and will be treated as follows:

- a) Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the Proposal responses for the purpose of determining the lowest price offered.
- b) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
- c) In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

6.10 PRICE ADJUSTMENTS

This section is not applicable.

6.11 CONFLICT OF INTEREST

In submitting a submittal, an Offeror affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Additionally, by submitting a submittal, the Contractor represents and warrants that if awarded the Contract, the review would not put the Contractor in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

By submitting a submittal the Contractor agrees that, if selected, the Contractor will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between Offeror, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between Offeror, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

6.12 WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to submit a proposal on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

6.13 PUBLIC INFORMATION ACT NOTICE

Contractors should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Contractor's submittals shall be confidential.

6.14 INITIATION OF WORK

The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

6.15 RESPONSIBILITY FOR CLAIMS AND LIABILITY

If a third party seeks damages from the Contractor for personal injury, loss of life or privacy or damage to or loss of property arising from such acts, omissions or negligence of HCPSS or its agents or employees or its negligence, breach or performance of its duties under the Agreement, then HCPSS shall indemnify and save harmless Contractor, its shareholders, officers, directors, agents and employees against all such claims, suits, demands, judgments, expenses, actions, damages and costs of every nature, including but not limited to attorney fees.

If a third party seeks damages from HCPSS for personal injury, loss of life or privacy or damage to or loss of property arising from such acts, omissions or negligence of the Contractor or its agents or employees or its negligence, breach or performance of its duties under the Agreement, then Contractor shall indemnify and save harmless HCPSS, its shareholders, officers, directors, agents and employees against all such claims, suits, demands, judgments, expenses, actions, damages and costs of every nature, including but not limited to attorney fees.

6.16 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

6.17 CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, a mutually acceptable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

6.18 DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this

agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

6.19 REMEDIES AND TERMINATION

6.19.1 Correction of Errors, Defects, and Omissions

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.

6.19.2 Set-Off

This section is deleted.

6.19.3 Termination

6.19.3.1 Termination For Default

Should Contractor fail to perform fully, faithfully and promptly any obligation owed to HCPSS under the Contract, HCPSS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the Contract in its entirety by written notice to the Contractor.

The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.

Such termination, or failure to terminate, by HCPSS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which HCPSS may have against Contractor. No failure of HCPSS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

6.19.3.2 Termination For Convenience

The performance of work under the Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. In the event of such termination, the contract manager shall evaluate and approve such costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS will pay all reasonable documented costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract provided, Contractor promptly gives HCPSS written evidence of its documented costs. The

Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

6.19.4 Non-Availability of Funding

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

6.19.5 Obligations of Contractor upon Termination

Upon notice of termination as provided in Section 6.19.3 above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
2. Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
3. Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, documented expenses for materials and labor, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement. Title to such items shall be transferred to HCPSS.

6.19.6 Product Escrow

Contractor will deliver original source code to HCPSS; therefore this section does not apply.

6.19.7 Remedies Not Exclusive

The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law

6.20 DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS contract manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the contract manager that is not disposed of by agreement shall be referred to the Purchasing Officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The Director of Purchasing's decision is final.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

- 1) Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Instructions to Offerors, Terms and Conditions, and Technical Specifications.
- 2) After Bid opening and Bid review, but prior to Bid award, if an Offeror's entire Bid response is declared to be non-responsive and/or non-responsible, the Offeror will be notified as to the reason(s) for rejection.
- 3) Protests shall be filed in writing to the Purchasing Office within two days after notification.
- 4) Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
- 5) Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn.: Purchasing Office, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the Bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims
 - d) Suggested remedies.

6.21 DEBRIEFING OF UNSUCCESSFUL BIDDERS

A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

6.22 LIQUIDATED DAMAGES

This section has been struck.

6.23 RESPONSIBILITY OF CONTRACTOR

The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.

The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

6.24 QUANTITIES

The school system makes no guarantee that any or all of the estimated work will be assigned to the selected Contractor.

Additional work may be added or deleted at any time throughout the life of the contract. The Contractor may be requested to provide service to additional equipment not specified in this document subject to all conditions identified herein.

6.25 TAXES

The Howard County Public School System is Maryland Sales Tax exempt. Except for Maryland Sales Tax, all prices quoted shall be firm and include any additional fees and charges.

6.26 TRADE DISCOUNTS

All prices offered must be the lowest corresponding price after trade discounts have been considered. Proposal responses offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the Proposal response, if applicable.

6.27 ETHICS REGULATIONS

The Owner has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

6.28 ASSIGNMENTS

The awarded Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the HCPSS, an assignment does not release the awarded Contractor from responsibility for performance of this contract.

6.29 EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, until expiration of five (5) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

6.30 DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

6.31 DATA SECURITY AND PRIVACY

- a) Contractor shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated

threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.

- b) To comply with the safeguard obligations generally described above, Contractor has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Owner Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. Contractor shall notify Owner in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Contractor has either actual or constructive knowledge of a breach which affects Owner's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Contractor shall have actual or constructive knowledge of an Incident if Contractor actually knows there has been an Incident or if Contractor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Contractor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Contractor shall promptly take appropriate action to mitigate such risk or potential problem at Contractor's expense. In the event of an Incident, Contractor shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

6.32 CONFIDENTIAL INFORMATION

- a) **Obligation of Confidentiality** - In performing services under this Agreement, the Contractor and Howard County Board of Education (Owner) may be exposed to and will be required to use certain "Confidential Information". Contractor and Owner along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
- b) **Definition** - "Confidential Information" means information, not generally known, and proprietary to the Contractor or Owner or to a third party for whom the Contractor or Owner is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Contractor or Owner. All information which Contractor or Owner acquires

or becomes acquainted with during the period of this Agreement, whether developed by Contractor, Owner or others, which Contractor or Owner has a reasonable basis to believe to be Confidential.

- c) The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Owner to Contractor; (ii) all information provided by Contractor to Owner pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Contractor, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.
- d) "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Owner, Contractor will deliver to Owner (in a Contractor format) the Owner's Confidential Information as housed in the Contractor production database(s), provided that Contractor may maintain archival copies for audit purposes and dispute resolution purposes and Contractor may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Contractor shall remain under its contractual obligation of confidentiality and security to Owner and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement. If the Board receives a Public Information Act (PIA) request for information regarding this Agreement, Board shall promptly give the Contractor notice of such request.

6.33 FERPA / HIPAA

Contractor acknowledges that student records and data received from or through the school district constitutes confidential information under the Federal Family Education Rights Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"); and Contractor affirms that it will obtain, maintain, use, transmit, and release any and all student records during the term of the agreement and thereafter only in accordance with both "FERPA" and "HIPAA" privacy and security safeguards. Contractor must immediately notify the school district if they are aware of a breach or unauthorized access to student or employee confidential data.

- a) Contractor acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. Contractor agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by Contractor, its agents and employees concerning its FERPA obligations under this section.
- b) Contractor shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.
- c) Contractor may retain, store, hold information provided by Owner only for the duration of the Agreement. At the end of the Agreement, Contractor must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.

6.34 CHILDREN'S INTERNET PROTECTION ACT (CIPA) / CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA)

In order to comply with Title XVII, Children's Internet Protection Act, 47 U.S.C. §254(h) (CIPA) and Children's Online Privacy Protection Act of 1998, 15 U.S.C. §6501 (COPPA), Contractor understands the requirement of both parties to comply as follows:

- a) Contractor will deploy technology which attempts to filter abusive, libelous, obscene, offensive, profane, threatening, sexually explicit, pornographic, illegal, or other inappropriate material.
- b) Employees will monitor online HCPSS-sanctioned student activities including social media, to the extent practical.
- c) All third-party social media used will comply with the Children's Online Privacy and Protection Act.

6.35 NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

6.36 CONTINGENT FEE PROHIBITION

The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

6.37 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience (Section 6.19.3.2), if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

6.38 MULTI-AGENCY PARTICIPATION

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public proposal procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special school systems, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the Proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the

Award Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

6.39 TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

6.40 CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Proposal may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

6.41 CHILD SEX OFFENDER NOTIFICATION

Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for HCPSS, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property.

6.42 OCCUPIED BUILDINGS – SIGN IN PROCEDURES

Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

6.43 WORKING HOURS

HCPSS normal hours of work shall be defined as between the hours of 6:30 AM and 5:00 PM, Monday through Friday. The work shall be conducted during normal work hours to maximize client-contractor interaction and collaboration.

6.44 HARDWARE

HCPSS will purchase in advance five (5) years of hardware maintenance. In maintaining the system, Contractor agrees to coordinate support for equipment. The Contractor agrees to resolve any security issues based on HCPSS' contracted or third-party independent system vulnerability assessments or audits. In terms of disaster recovery, Contractor shall coordinate with HCPSS in the event of a disaster/failure to restore the system to level that minimizes the loss of data.

ATTACHMENT A

Howard County Public Schools Contract Payment Schedule

Payment #	Description	Date	Total
1	Software: Excluding Optional Analytic Applications	Jan/1/2015	
2	Implementation Services: Phase 1	Feb/15/2015	
3	Implementation Services: Phase 1	Mar/15/2015	
4	Implementation Services: Phase 1	Jul/1/2015	
5	Premium Support: Year 1	Jun/1/2015	
6	Premium Support: Year 1	Sep/1/2015	
7	Premium Support: Year 1	Dec/1/2015	
8	Premium Support: Year 1	Mar/1/2016	
9	Analytic Applications: Software & Services	Jul 1 -Dec/1/2015	
10	Software Maintenance: Phase 1	Dec/1/2015	
11	Software Maintenance: Phase 1	Jun/30/2016	
12	Software Maintenance: Phase 1	Jun/30/2017	
13	Software Maintenance: Phase 1	Jun/30/2018	
14	Software Maintenance: Phase 1	Jun/30/2019	
15	Software Maintenance: Analytic Applications	Dec/1/2015	
16	Software Maintenance: Analytic Applications	Jun/30/2016	
17	Software Maintenance: Analytic Applications	Jun/30/2017	
18	Software Maintenance: Analytic Applications	Jun/30/2018	
19	Software Maintenance: Analytic Applications	Jun/30/2019	
20	Premium Support Year 2	Jun/30/2016	
21	Premium Support Year 3	Jun/30/2017	
22	Premium Support Year 4	Jun/30/2018	
23	Premium Support Year 5	Jun/30/2019	
Totals			\$ 2,019,779.00

Software License Agreement

THIS AGREEMENT is made this by and between Howard County Board of Educations ("**Client**") having offices at 10910 Clarksville Pike (Route 108) Ellicott City, MD 21042 and **Versifit Technologies, LLC** ("**Versifit**") having offices at 103 W. College Avenue, Suite 923, Appleton, Wisconsin.

Recitals

WHEREAS, Client desires to enter into an agreement providing for licensing, of the Technology, as defined below; and

WHEREAS, Client desires to obtain certain licenses from Versifit, all as more specifically described in this Agreement; and

WHEREAS, Versifit is duly qualified and authorized to grant the software license desired by Client and to provide maintenance, support and technical assistance services for the Technology; and

WHEREAS, it is the desire of both parties to enter into a license for the Technology;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth by the Parties to be faithfully performed, the Client and Versifit agree as follows:

Section 1. Recitals. The above recitals are by this reference incorporated into this Agreement as though fully set forth.

Section 2. Definitions. In addition to, and not in lieu of, the definitions provided for in the above recitals, as used in this Agreement, when appearing with the initial letters capitalized, the following terms shall have the meaning stated in this section:

2.1 "Agreement" means this document and all of the annexed schedules and exhibits, together with any future written and executed amendments.

2.2 "Client Content" means all information, data and materials provided by Client to Versifit pursuant to this Agreement, including, but not limited to, text, graphics, or materials generated in any form or media and data and necessary database table structures owned, maintained or managed by Client.

2.3 "Project Technology" means any software or system, which the client owns and uses to manage the Licensed Software implementation project in order to ensure a successful completion.

2.4 "Designated Equipment" means the client owned hardware, operating systems, and related infrastructure comprising the production, test, and development environments, which the Licensed Software will reside upon.

2.5 "Client Technology" means any client owned or developed, proprietary software, which may be used in conjunction with the Licensed Software.

2.6 "Scope of License" means a specification of who may use the Licensed Software, how they may use it, and under what conditions they may use it.

2.7 "Documentation" means any materials related to the Technology and provided by Versifit for use in connection with the Technology.

2.8 "Technology" means: (i) all of the computer program(s) specified on Schedule 2.4 Edvantage Parts List to this Agreement, consisting of a series of instructions or statements in machine-readable object code form; (ii) any revisions or updates provided by Versifit to the Client, pursuant to the terms of this Agreement; and (iii) the Documentation as defined in this Agreement.

2.9 Intentionally Left Blank

2.10 "Entity" means the Authorized Users as specified in Schedule 2.6 Entities of this Agreement.

2.11 "Use" means copying all or any portion of the Technology from storage units or media into the Designated Equipment, as defined in Schedule 3.7 Client Technology and Designated Equipment and/or transmitting the Technology to the Designated Equipment for the purpose of processing the instructions or statements contained in the Technology.

Section 3. License.

3.1 License Grant. In accordance with, and subject to, the terms of this Agreement, Versifit hereby grants to Client and Client accepts from Versifit, a perpetual, non-exclusive, royalty-free, fully paid-up, non-transferable license to use all or any part of the Technology or Project Technology. Client shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Technology, or their structural framework; or (ii) to use the Technology in whole or in part for any purpose except as expressly provided under this Agreement.

3.2 Limited License. The license granted by this Agreement shall be limited to the use specified in Schedule 3.2 Scope of License of this Agreement.

3.3 Client Content. As between Client and Versifit, Client shall own all right, title and interest in and to the Client Content. Client hereby grants to Versifit a non-exclusive, non-transferable, limited license, revocable at will by Client, to use the Client Content under the terms and conditions of this Agreement solely in connection with Versifit's performance of this Agreement. Versifit may only make such copies of the Client Content as may be necessary to perform its obligations under this Agreement. Except for the limited license set forth in this Section 3, Client expressly reserves all other rights in and to the Client Content. The parties agree that any raw data or source data input into Versifit products is and shall remain the property of Client. Client further agrees to provide Versifit with exports of the source data at intervals to be mutually agreed upon by the parties. Client further agrees that Versifit may use the source data for purposes of application development, enhancement of logic or algorithms, and the generation of analytical reports provided to governmental entities to which Client has statutory or regulatory reporting responsibilities. Client agrees that any analytical data or reports resulting from its use of the Technology or the Project Technology shall be used solely for Client's internal purposes.

3.4 Ownership. The parties agree that Versifit is the owner of certain technology and intellectual property (collectively the "Technology") embodied in the Edvantage^(TM) software offered under this Agreement. The parties further agree that Versifit's performance under this Agreement will result in the creation of additional Technology (the "Project Technology"), embodied in work product delivered in conjunction with the project.

3.5 Delivery of Technology. On the dates specified in this Agreement, Versifit shall deliver: (1) copies of all designs, drawings, and specifications for the Technology in electronic and hard copy form, (2) source code and object code of any software incorporating the Technology in electronic and hard copy form, (3) one current working prototype of the Technology, and (4) any other items reasonably necessary for client to exploit the Technology.

3.6 Future Developments by Versifit. The licenses set forth in this Agreement shall not include any developments, enhancements or modifications to the Technology or Project Technology by Versifit occurring after the conclusion of the project that is the subject of this Agreement. If Client enters into a Maintenance Agreement with Contractor, the Maintenance Agreement shall control Client's entitlement to future enhancements and modifications.

3.7 Future Developments by Client. The licenses to Client set forth in this Agreement shall include any developments, enhancements or modifications to the Technology by Versifit Technologies, LLC on behalf of the Client occurring after the execution of this Agreement. The parties agree that, as between the parties, Client shall be the owner of, and retain all of the interest in, any intellectual property resulting from developments, enhancements, or modifications of the Technology by, or on behalf of, and completely funded by the Client occurring after the execution of this Agreement. If Versifit Technologies, LLC desires to license, sublicense, distribute or sell technology or products incorporating the Client Technology or any part of the Client Technology it shall notify the Client in writing of its intent to negotiate inclusion of said development, enhancement or modification.

3.8 Copies. The licenses granted in this agreement include the right to copy the drawings and specifications of the Technology, the Project Technology or Client Technology, any software incorporating the Technology or Client Technology and any other elements of the Technology, Project Technology or Client Technology solely as necessary for the purposes permitted by this Agreement.

3.9 Intellectual Property Indemnity.

a. By Versifit. Versifit at its own expense will defend any action brought against Client to the extent that it is based on a claim that the Technology or Project Technology infringes any patents, copyrights, license or other property right, providing that Versifit is immediately notified in writing of such claim. Versifit shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall Client settle any such claim, lawsuits, or other proceedings without Versifit's prior written approval. If, as a result of any claim of infringement against any patent, copyright, license or other proprietary right, Client is enjoined from using the Technology or Project Technology or if Versifit believes that the Technology or Project Technology is likely to become the subject of a claim of infringement, Versifit at its sole option and expense may procure the right for Client to continue to use the Technology or Project Technology as described herein, or replace or modify the Technology or Project Technology so as to make it non-infringing

b. By Client. Client at its own expense will defend any action brought against Versifit to the extent that it is based on a claim that the Client Technology infringes any patents, copyrights, license or other proprietary right, provided that Client is immediately notified in writing of such claim. Client shall have the right to control the defense of such claims, lawsuits, and other proceedings. In no event shall Versifit settle any such claim, lawsuit, or proceeding without Client's prior written approval.

Section 4. Consideration. Client shall pay to Versifit the consideration provided for in Schedule 4.0 Software Consideration of this Agreement

Section 5. Termination.

5.1 Versifit shall have the right, shall be but not required, to terminate any licenses created under this Agreement upon termination of the Agreement by either party.

5.2 Either party may terminate the Agreement if there is a breach by the other party that has gone uncured after having such party has been given thirty (30) days prior written notice of the breach.

5.3 In the event of Versifit's termination of this Agreement under Section 5.2, above,

a. Versifit shall have the right, at any time, upon notice to client, to take prompt possession of the Technology, the Project Technology, the Documentation and all copies of each wherever located; and

b. Client shall continue to be obligated for any payments due. Termination of the licenses shall be in addition to and not in lieu of any other remedies available to Versifit at law or in equity.

c. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Technology and the Project Technology.

Section 6. Non-Disclosure of Confidential or Proprietary Information.

6.1 The Parties agree to hold in trust and confidence each other's Confidential Information in for a period of five (5) years following the Effective Date of this Agreement. The Parties agree that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

6.2 A party's "Confidential Information" shall include without limitation by enumeration, the Technology, the Project Technology, the Client Content and the Client Technology. "Confidential Information" shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure).

Section 7. General Provisions.

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. No action arising out of, or in connection with, this Agreement may be instituted or maintained against either party in any State, without its prior written consent, except in the federal or state courts serving Howard County, State of Maryland.

7.2 This Agreement including without limitation the Technology shall be freely assignable by Versifit and shall be binding upon and shall inure to the benefit of Versifit and its assigns and successors in interest, but shall not otherwise be assignable or assigned by Client without prior written approval by Versifit being first obtained, which approval shall not be unreasonably withheld, conditioned or delayed.

7.3 This Agreement and each and every provision hereof, shall be binding on and shall inure to the benefit of the Parties, their respective successors, successors-in-title and permitted assigns, and each party agrees to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Agreement, and hereby authorizes and directs its successors, successors-in-title and permitted assigns, to execute any and all such instruments. Each and every successor, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. It is the intention of the Parties that, during the term of this Agreement, the rights of the Parties and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any party or successor to assign, transfer, sell or otherwise dispose of or deal with its interest hereunder shall be subject to the limitations and restrictions of this Agreement; provided, however, that no assignment of any interest shall be effective unless made in accordance with the provisions of this Agreement.

7.4 Alterations, modifications or amendments of any provision of this Agreement (as the case may be) by either party shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of each party. If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

7.5 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

7.6 This Agreement when signed by both parties, shall constitute the final, complete, entire and integrated agreement and contract between the Parties with respect to the matters referred to therein, and shall supersede and replace all previous proposals and/or agreements, whether oral or written, between the Parties.

7.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

7.8 Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any such *force majeure* event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

7.9 If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

EXHIBIT E-Continued
Software License Agreement
Schedule 2.4 Edvantage Part List

Product Name	Product Code	List Price	Maintenance
Core Configuration Edvantage Software Licensin ⁽¹⁾	NA		
Additional Hardware Design, Specification & Installation Services ⁽²⁾ <small>New item, see # 2 in the BAFO Response Letter</small>	NA		
Subtotal			

OPTIONAL: THIRD PARTY COST-PASS-THROUGH-PRODUCTS (no customer mark-up added)

	Product Code	List Price	Maintenance
SDP Analytic Bundle	N/A		
Business Objects (Ad hoc 20 concurrent user server package)	N/A		
Tableau (Ad hoc 4 desktop, no server included)	N/A		

OPTIONAL: Premium Support Services

	Product Code	List Price	Maintenance
(1) FTE ⁽³⁾	N/A		

OPTIONAL: EDVANTAGE ADVANCED ANALYTIC MODULES-One Year Fixed price protection. (Continued on next page)

	Product Code	List Price	Maintenance ⁽⁴⁾
Advanced Data Quality Framework	KVP-000-052		
Advanced Programs	KVP-000-031		
Classroom Management & Instructional Practices	KVP-000-045		
Diploma Requirements	KVP-000-024		
Enrollment Snapshots	KVP-000-023		
Finance DW Core	KVP-062-018		
Foodservices Domain License	KVP-000-037		
Graduate Outcomes License	KVP-000-038		
Inventory	KVP-062-026		
School Metrics	KVP-000-022		
Special Education	KVP-000-015		
Staff Absences	KVP-000-028		
Staff Development	KVP-000-029		
Staff Qualifications	KVP-000-014		
Staff Recruiting & Evaluation	KVP-000-032		
Staff Student Associations	KVP-000-044		
Student At Risk / Early Warning	KVP-000-021		
Student Health	KVP-000-030		

Survey Data Framework & ETL
Teacher Effectiveness Framework & ETL
Transportation
Truancy

KVP-000-043	
KVP-000-046	
KVP-000-033	
KVP-000-041	



NOTES:

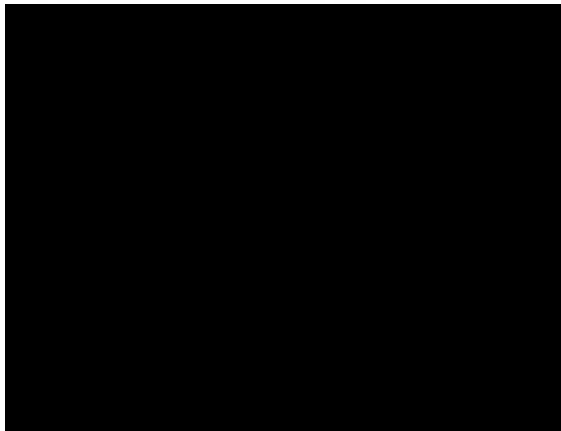


EXHIBIT E-Continued
Software License Agreement
Schedule 2.6 Entities

Howard County Board of Education

EXHIBIT E-Continued
Software License Agreement
Schedule 3.2 Scope of License

1. Enterprise License.

The Client shall only use or incorporate the Technology in Project Technology, which is used by the Client solely for its own internal, data reporting and analysis activities. In that regard, Client shall not, without the prior written consent of Versifit: (1) use, or permit any third-party to use, the Technology or Project Technology unless such use is solely for the benefit of Client, (2) sell, distribute or otherwise use the Technology or Project Technology in products, software, or services sold, distributed or otherwise provided to third-parties, or (3) license or sub-license the Technology or Project Technology to third-parties.

- a. In particular, by way of illustration, but not by way of limitation by enumeration, Client shall not without the prior written consent of Versifit use the Technology or Project Technology on behalf of any third party, or permit any third-party to use the Technology or Project Technology.
- b. Any consent required by this Schedule may be withheld, conditioned or delayed in the sole and exclusive discretion of Versifit. Client acknowledges and agrees that the grant, if any, of additional licenses or the right to sublicense shall be specifically conditioned on the payment of a license fee by or on behalf of the new licensee or sub licensee.
- c. Pursuant to this option, no service bureau work is permitted. For purposes of this Agreement "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party not licensed in accordance with this agreement.

EXHIBIT E-Continued
Software License Agreement
Schedule 3.7 Client Technology & Designated Equipment

NOT APPLICABLE

EXHIBIT E-Continued
Software License Agreement Schedule
4.0 Software Consideration

Product Name
Core Configuration Edvantage Software Licensing ⁽¹⁾

Product Code	List Price	Maintenance
NA		

**OPTIONAL: EDVANTAGE ADVANCED ANALYTIC
MODULES-One Year Fixed price protection. (Continued on
next page)**

Advanced Data Quality Framework
Advanced Programs
Classroom Management & Instructional Practices
Diploma Requirements
Enrollment Snapshots
Finance DW Core
Foodservices Domain License
Graduate Outcomes License
Inventory
School Metrics
Special Education
Staff Absences
Staff Development
Staff Qualifications
Staff Recruiting & Evaluation
Staff Student Associations
Student At Risk / Early Warning
Student Health
Survey Data Framework & ETL
Teacher Effectiveness Framework & ETL
Transportation
Truancy

Product Code	List Price	Maintenance ⁽⁴⁾
KVP-000-052		
KVP-000-031		
KVP-000-045		
KVP-000-024		
KVP-000-023		
KVP-062-018		
KVP-000-037		
KVP-000-038		
KVP-062-026		
KVP-000-022		
KVP-000-015		
KVP-000-028		
KVP-000-029		
KVP-000-014		
KVP-000-032		
KVP-000-044		
KVP-000-021		
KVP-000-030		
KVP-000-043		
KVP-000-046		
KVP-000-033		
KVP-000-041		

**OPTIONAL: THIRD PARTY COST-PASS-THROUGH-
PRODUCTS (no customer mark-up added)**

SDP Analytic Bundle
Business Objects (Ad hoc 20 concurrent user server package)
Tableau (Ad hoc 4 desktop, no server included)

Product Code	List Price	Maintenance
N/A		
N/A		
N/A		