



AGREEMENT NO: 18034

COMPUTER PROCESSING SERVICES AGREEMENT

This AGREEMENT is made this 1st day of March, 2018, between WEIDENHAMMER SYSTEMS CORPORATION ("WEIDENHAMMER"), a Pennsylvania corporation having its principal place of business at 935 Berkshire Boulevard, Wyomissing, Pennsylvania, 19610-0218 and North Hunterdon-Voorhees Regional High School District ("CLIENT"), a public school district having its principal place of operation at 1445 State Route 31, Annandale, NJ 08801.

Definitions

For purposes of this Agreement, the following definitions shall apply:

1. The term "Computer Processing Services" shall mean that method of processing data in which several users, by means of direct access to WEIDENHAMMER Equipment, have concurrent access to and use of WEIDENHAMMER's computer systems at the WEIDENHAMMER hosting facilities from CLIENT's designated location.
2. The term "CLIENT Information" shall mean the input data supplied by CLIENT for processing, the files and processed data there from, and any program(s) supplied by and/or created by CLIENT for use in the processing of its data.
3. The term "Equipment" shall mean the computer hardware, including, computers, servers, networking hardware, telecommunications devices, firewall and the like, which are used by CLIENT in conjunction with WEIDENHAMMER's services.
4. The term "Processing Charges" shall mean the fees for Computer Processing Services identified in Section 2 of the attached Schedule of Processing Services and shall include all costs, charges and fees associated with (i) access to and use of WEIDENHAMMER's computer system; (ii) the provision of Computer Processing Services; (iii) the use of the Equipment; and (iv) the use of the WEIDENHAMMER Data Center Facility.
5. The term "Infrastructure Support" shall mean technical support required to provide the agreed upon network infrastructure to meet the requirements set forth in the Schedule of Processing Services.
6. The term "Intellectual Property Right" means a patent, copyright, trademark, trade secret or other similar proprietary right recognized by a statute or at common law.

1.0 SERVICES

1.1 Sale of Computer Processing Services

Resources. WEIDENHAMMER shall be responsible for providing and operating the data center facilities, computing hardware, system operating software, data storage, and other resources needed to make the applications, listed on Schedule of Processing Services, available to the CLIENT as provided herein. The hours of operation and systems availability are outlined in the Schedule of Processing Services.

CLIENT may request Infrastructure Support in conjunction with the Computer Processing Services furnished by WEIDENHAMMER under this Agreement. Any such support assistance will be provided pursuant to the terms and conditions of this contract. Desk top and application support may be requested



and provided under a separate, mutually acceptable written agreement, at WEIDENHAMMER's then prevailing support rate.

Data Storage and Back-up WEIDENHAMMER will make available to CLIENT, data storage space on which to maintain CLIENT data in a manner that makes it accessible for use with the CLIENT's applications and CLIENT software. WEIDENHAMMER will create back-up copies of CLIENT data in accordance with WEIDENHAMMER's standard customer data back-up procedures for its production servers.

For data restoration efforts requested by the CLIENT through WEIDENHAMMER standard request procedures, WEIDENHAMMER will respond as available and additional charges at its current prevailing hourly rate will be charged along with the standard fee charged to recover back-up media from off-site storage location.

Service Level Targets WEIDENHAMMER will provide the CLIENT a service level commitment as outlined in the attached Schedule of Processing Services.

Backup Program and Data Files WEIDENHAMMER agrees to maintain adequate backup material, external to WEIDENHAMMER's computer system, to facilitate the reconstruction and re-entry of CLIENT Information, which may be lost, damaged, or destroyed.

1.2 Access to WEIDENHAMMER Program Library

As part of the Computer Processing Services provided under this Agreement, CLIENT may access the programs listed in the attached Schedule of Processing Services. Any library programs made available to CLIENT for use with the remote processing services provided under this Agreement shall be made available on an "as is" basis without warranty. The determination of suitability of such programs for CLIENT's purposes shall be the sole responsibility of CLIENT.

1.3 Technical Support Services

WEIDENHAMMER will provide the CLIENT with start-up support and on-going support (not to include application support) as specified in Section 1.4 of the attached Schedule of Processing Services. Additional start-up support and/or on-going support services will, at CLIENT's request, be provided by WEIDENHAMMER. Such additional services will be billed to CLIENT at WEIDENHAMMER's then prevailing consulting rates.

1.4 Programming and Application Services

CLIENT may request assistance in designing, writing, or modifying programs for CLIENT's use. Any such programming assistance will be provided pursuant to the terms and conditions of a separate, mutually acceptable written Agreement, at WEIDENHAMMER's then prevailing consulting rates.

2.0 COMPUTER EQUIPMENT

2.1 CLIENT Responsibility

CLIENT shall be solely responsible for obtaining, maintaining, and operating, at its own expense, any local area network equipment, wide area network equipment, Internet access, application servers, security devices, display devices, and services required to access WEIDENHAMMER's computer system. Such equipment and services must be compatible with WEIDENHAMMER's system. CLIENT will be responsible to pay WEIDENHAMMER additional charges for the use of communications Equipment or



host system upgrades and services that are deemed necessary due to increased requirements (such as additional software requirements or increased user requirements) to maintain the agreed upon service level to the CLIENT. The descriptions and related charges are described in the attached SCHEDULE OF COMPUTER PROCESSING SERVICES Section 1.5. WEIDENHAMMER can provision the add-on solutions or services agreed upon as part of the hosted contract. The additional charges will be amortized over the remainder of the term of the then current agreement and will be added to the annual payment amount. Weidenhammer shall not incur any additional charges until agreed to, by CLIENT, in writing.

2.2 Equipment

WEIDENHAMMER agrees to provide to CLIENT, and CLIENT agrees to accept from WEIDENHAMMER, Equipment identified as required to meet the services to be delivered to the CLIENT (Equipment).

2.3 Delivery and Installation

WEIDENHAMMER agrees to install the Equipment required to deliver the agreed upon services to the CLIENT. WEIDENHAMMER shall assume responsibility for compliance with local law and regulation and shall secure any license or permit necessary for the installation and use of WEIDENHAMMER's equipment. The Equipment furnished under this Agreement, as well as any other Equipment furnished by WEIDENHAMMER, shall not be moved from the CLIENT designated WEIDENHAMMER location except with CLIENT's prior written consent which shall not be unreasonably withheld.

2.4 Maintenance

WEIDENHAMMER will enter into a maintenance contract with the Equipment manufacturer after any applicable warranty period for the WEIDENHAMMER assets used in providing this solution to the CLIENT expire. CLIENT will be responsible for maintaining maintenance and support on assets owned by CLIENT. WEIDENHAMMER shall pay the full cost of maintaining the Equipment used under this agreement.

2.5 Title

Title to the Equipment shall remain in WEIDENHAMMER, and CLIENT shall have no right, title, or interest therein except the right to use. Any equipment, attachments, accessories, or repairs made to or placed on the Equipment shall become part of the Equipment and the property of WEIDENHAMMER.

2.6 CLIENT Responsible for Move

CLIENT agrees that in the event it exercises any option to purchase Equipment, CLIENT shall be responsible for the cost of moving Equipment to CLIENT location.

3.0 TERM

3.1 Term of Agreement

CLIENT's initial term will begin upon the Effective Date of this agreement and terminate one (1) year thereafter, unless terminated earlier in accordance with the terms of the Agreement. Upon expiration of the initial term, this agreement may be renewed if agreed to in writing signed by both parties



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3.2 Termination

The CLIENT may terminate this Agreement at any time upon sixty (60) days written notice to WEIDENHAMMER. Upon cancellation, CLIENT will be provided, upon request, a backup of their application data on media readable under current technology standards. Additionally, CLIENT will be entitled to a pro rata refund based upon the remaining months of or the term

4.0 FEES

For the initial term, CLIENT shall pay the charges specified in the Schedule of Computer Processing Services. For renewal terms, CLIENT shall pay WEIDENHAMMER the rates agreed to in any such renewal document. In the event that WEIDENHAMMER provides, in its discretion, services requested in writing by CLIENT that are outside the scope of the Agreement, or services resulting from CLIENT's failure to fulfill its responsibilities set forth in this Agreement, CLIENT shall be charged for those services at WEIDENHAMMER's then-current time and materials rates.

All charges associated with the services provided pursuant to this Agreement are expressly identified in the Schedule of Computer Processing Services and comprise the total amount of Charges payable by CLIENT hereunder for Computer Processing Services. In addition, CLIENT agrees to pay any applicable charges for services provided outside the scope of this Agreement, at WEIDENHAMMER's then prevailing rate for such services; provided, however, that such services were expressly requested by CLIENT in writing.

5.0 PAYMENT

5.1 Payment for Computer Processing Services

WEIDENHAMMER will invoice CLIENT annually, in advance, for the Computer Processing Services. WEIDENHAMMER will invoice CLIENT monthly in arrears for any additional services accrued during the preceding month. Payment shall be made by CLIENT within thirty (30) days of the invoice date after receipt of a properly rendered invoice.

5.2 Late Payment

WEIDENHAMMER will impose late charges, calculated at eighteen percent (18%) per annum, or the maximum lesser rate permitted by law, for all payments delinquent by more than thirty (30) days from the due date thereof; provided, however, that such late charges shall not be imposed on any invoice reasonably contested by CLIENT.

5.3 Suspension of Service

In the event that any invoice is not paid within sixty (60) days from the due date thereof and provided that CLIENT has not notified WEIDENHAMMER that such invoice is the subject of a contestation, WEIDENHAMMER may, in addition to any other remedies it may have under this Agreement or in law, upon prior written notice to CLIENT, suspend CLIENT's access to WEIDENHAMMER's computer system.

5.4 Injunctive Relief and Collection Costs

Notwithstanding anything stated to the contrary in this Agreement, the rights of either party to injunctive relief for breach of any obligations shall not be limited or otherwise impaired. In the event that either party



must resort to legal assistance to enforce its rights under this Agreement, all reasonable expenses of the prevailing party, including reasonable attorney's fees, shall be recoverable as costs.

5.5 Taxes

In addition to the other charges expressly identified in this Agreement, WEIDENHAMMER shall invoice and CLIENT shall pay, as a separate item, all applicable state, local, and federal taxes, including any excise, sales, use, privilege, personal property, and gross receipts taxes; provided, however, that CLIENT shall not be obligated to pay any taxes fees or other charges, such as corporate franchise taxes or taxes imposed upon the income of WEIDENHAMMER. In the event that CLIENT is exempt from the payment of any tax hereunder, CLIENT shall provide WEIDENHAMMER with a tax exemption certificate therefor.

6.0 PROPERTY RIGHTS, CONFIDENTIALITY, SECURITY, ACCESS

6.1 Ownership of CLIENT Information

All CLIENT Information shall remain the sole property of CLIENT.

7.0 PROPRIETARY PROGRAMS AND DATA BASES

7.1 Acknowledgment of WEIDENHAMMER's Program and Data Base Rights

Except as otherwise provided in this Agreement, CLIENT agrees that any program(s) and data base engines including user guides and instruction manuals made available to it under this Agreement are the exclusive property of WEIDENHAMMER or its licensor. CLIENT further agrees that any program(s) and data base engine information made available by WEIDENHAMMER are provided solely for CLIENT's use in conjunction with the Computer Processing Services furnished under this Agreement and will not be copied or used by CLIENT for any other purpose. The CLIENT databases contained within the data base engines shall remain the sole property of the CLIENT.

7.2 Indemnity by CLIENT for Program Infringement

CLIENT agrees to indemnify and hold WEIDENHAMMER harmless from any patent, copyright, trademark, or trade secret claims by third parties arising out of WEIDENHAMMER's or CLIENT's use of programs or data supplied to WEIDENHAMMER by CLIENT. WEIDENHAMMER reserves the right to defend any such action asserted against it, at WEIDENHAMMER's expense.

7.3 Indemnity by WEIDENHAMMER

WEIDENHAMMER warrants and represents that neither WEIDENHAMMER's computer system, nor the Equipment, including any related Equipment or software provided to CLIENT by WEIDENHAMMER hereunder, nor the use or possession thereof, nor the documentation associated therewith, infringes upon or violates an Intellectual Property Right of any third party.

WEIDENHAMMER shall, at its own expense, (i) defend any action, suit or proceeding (including appeals) brought against CLIENT based on a claim that WEIDENHAMMER's computer system, or the Equipment, including any related Equipment or software provided to CLIENT by WEIDENHAMMER hereunder, or the use or possession thereof, or the documentation associated therewith, infringes upon or violates an Intellectual Property Right of a third party; and (ii) pay, indemnify and hold CLIENT harmless from and



against, any and all losses costs, damages, and other expenses, including attorney's fees, awarded in any such action, suit or proceeding.

CLIENT shall notify WEIDENHAMMER promptly upon the discovery of any such claim or litigation, and shall fully cooperate with WEIDENHAMMER, at WEIDENHAMMER's expense, in order to facilitate the defense of such claim or litigation hereunder. WEIDENHAMMER agrees that CLIENT may participate, at CLIENT's expense, in the defense of any such action if such claim is against CLIENT.

WEIDENHAMMER shall defend and indemnify CLIENT of any claim, demand, cause of action, asserted against CLIENT by any third party, which arises out of or is related to any negligent act or omission on the part of WEIDENHAMMER, or any breach of this Agreement by WEIDENHAMMER.

7.4 CLIENT Responsibilities

In the event that the performance of any work or services to be performed pursuant to this Agreement or the delivery, installation, maintenance or support of any Equipment or software to be provided hereunder necessitates either party's access to premises owned or occupied by the other party, such party, its employees, representatives, agents and permitted subcontractors shall comply with all security regulations, and other policies and procedures then in effect and of which such party has been made aware, to gain access to, and while occupying, such premises. CLIENT shall comply with such rules of operation and security procedures established by WEIDENHAMMER in connection with the use of WEIDENHAMMER's computer system and the provision of Computer Processing Services hereunder which have been provided to CLIENT in writing within a reasonable time prior to the requirement of compliance.

CLIENT agrees to use the Computer Processing Services provided by WEIDENHAMMER under this Agreement solely for its own and any affiliated enterprise proper business purposes in accordance with all applicable federal, state, and local laws and regulations and communications common carrier tariffs. WEIDENHAMMER may, with due cause and by proper legal proceedings, take such action reasonably required to ensure compliance with such applicable laws, regulations and tariffs. WEIDENHAMMER shall notify CLIENT in writing of any non-compliance; whereupon CLIENT shall have a reasonable period of time, commensurate with the nature of such non-compliance, in which to take corrective action and remedy such non-compliance.

7.5 CLIENT Errors

CLIENT is solely responsible for the accuracy and adequacy of any input data and programs supplied by it for use with WEIDENHAMMER's equipment.

8.0 PERFORMANCE

8.1 Warranty of Services

WEIDENHAMMER warrants and represents that (i) all services provided under this Agreement will be performed in a competent and professional manner; (ii) the Computer Processing Services will be made available (a) at such times and locations; (b) for such periods of time; and (c) on WEIDENHAMMER's computer system and the Equipment used in this Agreement; as stated in the Schedule of Computer Processing Services and (iii) the Computer Processing Services and Equipment shall conform to and perform in accordance with the then current, published specifications and documentation applicable thereto, which have been furnished or have otherwise been made available to CLIENT.



8.2 Disclaimer of Implied Warranties

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, WEIDENHAMMER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 LIABILITY AND DEFAULT

9.1 Limited Liability

The liability of each party to the other for any loss, damage, cost or expense arising out of or incurred in connection with this Agreement, whether for breach of contract, breach of warranty, negligence, or otherwise, shall be limited to monetary damages in an amount equal to actual direct damages which can be proven.

In no event shall either party be liable to the other party for special or consequential damages, including, but not limited to, lost revenues, lost profits, or loss of business, whether or not foreseeable, even if one or both parties have been advised of the possibility of such damages.

Notwithstanding anything stated to the contrary in the foregoing or elsewhere in this Agreement, the limitation of liability set forth herein shall not be applicable to any loss, damage, cost or expense arising out of or relating to (i) bodily injury, including death, to any person; (ii) damages to real or tangible personal property; (iii) the infringement, or alleged infringement, of an Intellectual Property Right of any third party, as more fully identified and defined in Section 7 of this Agreement, "Proprietary Programs and Data Bases"; or (iv) a breach of either party's obligations regarding the protection of confidential information hereunder.

The limitation of liability set forth herein shall apply only in actions, suits, claims or proceeding relating to this Agreement and the products or services provided hereunder and shall not affect the rights, duties or obligations of a Party under any other agreement.

For purposes of this Agreement, direct damages shall be deemed to include all out-of-pocket costs and expenses of CLIENT arising out of or incurred in connection with the installation, de-installation, removal, transportation and storage of equipment; and such other commercially reasonable charges and expenses incurred in connection with effecting cover as that term is defined in the Uniform Commercial Code.

9.2 Non-liability for Failure of CLIENT Responsibilities

WEIDENHAMMER shall not be liable for any error or omission resulting directly from CLIENT's failure to perform properly any of its responsibilities as expressly identified in this Agreement; provided, however that WEIDENHAMMER shall not be relieved of its liability hereunder for errors or omissions caused by or arising out of the negligence, willful misconduct, or other intentional act or omission of WEIDENHAMMER, its employees, agents or permitted sub-contractors.

9.3 Indemnification of Third Party Claims

In the event CLIENT provides third parties with access to WEIDENHAMMER's remote processing system, then CLIENT shall indemnify WEIDENHAMMER from any and all claims of liability to such third parties arising from their access to and use of WEIDENHAMMER's system, except to the extent that any such claims of liability are caused by or arise out of the negligence, willful misconduct, or other intentional act or omission of WEIDENHAMMER, its employees, agents or permitted sub-contractors, in which event CLIENT shall be relieved of its obligation of indemnification hereunder.



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9.4 Termination

Either party shall have the right to terminate this Agreement in the event the other party (i) fails to comply with any material term or condition hereof and such failure is not remedied within thirty (30) days after written notice thereof has been given to the other party; (ii) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or part of its business or assets; or (iii) files for or becomes subject to any proceeding in bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt, receivership or under any other federal or state law relating to insolvency or the protection of rights of creditors, and such action is not dismissed in writing ninety (90) days from the commencement thereof.

10.0 GENERAL PROVISIONS

10.1 Integration

This Agreement and its Schedules, which are incorporated herein by this reference, constitute the entire Agreement between WEIDENHAMMER and CLIENT in reference to Computer Processing Services herein defined.

The Schedules expressly referenced throughout this Agreement are hereby incorporated into and made an integral part of this Agreement, just as if they were fully contained in the body of the Agreement.

10.2 Time Limitation

No action, regardless of form, arising out of the Computer Processing Services supplied under this Agreement may be brought by either party more than three (3) year after the cause of action has accrued except for an action for nonpayment or for disclosure of either party's Confidential Information

10.3 Force Majeure

Neither party shall be responsible or deemed to be in default for non-performance or delays in performance of this Agreement due to causes beyond its control and not occasioned by the negligence, willful misconduct or intentional act or omission of the party to be excused, including, but not being limited to, terrorism, civil war, insurrections, unforeseeable strikes, riots, fires, floods, explosions, earthquakes, acts of God or the public enemy, and any statute, order, regulation, proclamation, ordinance, demand or requirement of any governmental agency imposed after the effective date of this Agreement.

In the event of the occurrence of an excusable delay as specified above, the party so affected, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the party so affected shall take all reasonable steps to avoid or remove such causes of non-performance and shall continue performance hereunder with dispatch whenever such causes are removed.

Notwithstanding anything to the contrary stated herein, in the event that WEIDENHAMMER's performance of its obligations as provider of Computer Processing Services is excused in accordance with this Section for a period in excess of forty-five (45) days in the aggregate, CLIENT may terminate this Agreement in its entirety immediately upon written notice to WEIDENHAMMER. WEIDENHAMMER agrees to cooperate with the CLIENT during a period of transition, typically (5) five to 10 (10) days.

10.4 Dispute Resolution



Any dispute arising out of or related to this Agreement shall be litigated in the County of Berks, state of Pennsylvania. This agreement shall be governed by Pennsylvania law without regard to its choice of law provisions.

10.5 Entire Agreement / Amendments

This Agreement contains the entire understanding of the parties with respect to providing Computer Processing Services which is the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Unless otherwise mutually agreed upon in writing by both parties, the terms and conditions of this Agreement shall prevail over any additional or conflicting terms of any other documents submitted by either party to the other with respect to the subject matter hereof, including but not limited to, quotations submitted by WEIDENHAMMER and purchase orders submitted by CLIENT. This Agreement may not be modified except in writing signed by authorized representatives of WEIDENHAMMER and CLIENT. If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

10.6 Construction

A term or condition of this Agreement can be waived only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed and, until performance of the term or condition is complete, the other party may invoke any remedy available under the Agreement or by law, despite such forbearance or indulgence.

Title and paragraph headings contained in this Agreement are for convenient reference and do not constitute part of this Agreement.

10.7 Assignment and Sub-contract Limitations

Neither party shall assign this Agreement, nor any interest therein, without prior written consent of the other, such consent not to be unreasonably withheld or delayed and consent should be provided within 30 days of the request; provided, however, that WEIDENHAMMER shall be entitled to assign all or part of the monies due or to become due hereunder (subject to CLIENT's rights under this Agreement) to any other person; also provided that CLIENT may freely assign, without WEIDENHAMMER's consent, its rights, duties and obligations under this Agreement among CLIENT, its affiliates and subsidiaries. Any prohibited assignment shall be null and void.

WEIDENHAMMER shall not delegate its duties under this Agreement without the prior written consent of CLIENT. In the event of such agreed delegation, WEIDENHAMMER shall continue to be liable with respect to all of the obligations or liabilities assumed by it, hereunder and hereby guarantees satisfactory performance of the Agreement by its delegate.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns.

10.8 Publicity

WEIDENHAMMER agrees that it shall not use CLIENT's name by including reference to CLIENT in any list of customers, by advertising that its services or products are used by CLIENT, or otherwise, without prior written authorization from an authorized representative of CLIENT.



10.9 Independent Contractor

The parties herein agree that at all times the relationship of WEIDENHAMMER to CLIENT shall be that of an "Independent Contractor". During the term of this Agreement, WEIDENHAMMER shall remain solely responsible for all necessary insurance for its employees, including, without limitation, Worker's Compensation, disability, unemployment insurance and General Liability Insurance. Neither WEIDENHAMMER nor any of its employees, agents or representatives shall have the power to bind CLIENT, or to assume or create any obligation or responsibility, express or implied, on behalf of CLIENT.

10.10 Insurance and Indemnification

To the extent that WEIDENHAMMER, its employees, agents, permitted sub-contractors or consultants enter upon premises occupied by or under the control of CLIENT in the course of WEIDENHAMMER's performance under this Agreement, WEIDENHAMMER shall exercise due diligence in the taking of all necessary precautions to prevent the occurrence of injury or death to any person or of damage to any property arising out of any act or omission of WEIDENHAMMER, its employees, agents, permitted sub-contractors, or consultants.

WEIDENHAMMER shall maintain the following types of insurance coverage during the term of this Agreement: (i) Worker's Compensation and Occupational Disease insurance as required by law; (ii) Employers' Liability with limits of not less than \$500,000.00 per occurrence; (iii) Comprehensive General Liability insurance with limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage; and (iv) to the extent that the use of automobiles is required in connection with the work to be performed hereunder, Comprehensive Automobile Liability insurance, covering all owned or rented vehicles, each with limits of not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

WEIDENHAMMER shall provide certificates of insurance, signed by an authorized representative of the insurance company, to evidence the existence of such insurance coverage. Such insurance policy shall provide that, in the event of any material change in coverage or cancellation, at least ten (10) days prior written notice shall be provided to CLIENT.

10.11 Survival of Provisions

The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performance and termination of this Agreement.

10.12 Cumulative Remedies

The rights and remedies available to each party hereunder shall be cumulative, not exclusive, and shall be in addition to those rights and remedies available to such party under this Agreement, at law or in equity.



IN WITNESS WHEREOF, WEIDENHAMMER and CLIENT by their authorized representatives have executed this Agreement to provide Computer Processing Services to be effective on the (Effective Date).

WEIDENHAMMER SYSTEMS CORPORATION

BY: _____
(Authorized Signature)

John P. WEIDENHAMMER. President
(Name and Title)

(Date)

CLIENT: NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT

BY: _____
(Authorized Signature)

(Name and Title)

(Date)



SCHEDULE OF COMPUTER PROCESSING SERVICES

CLIENT: NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT

AGREEMENT NO: 18034

1.1 WEIDENHAMMER's Computer System

WEIDENHAMMER shall provide CLIENT with:

- Hosting services for Weidenhammer's alio applications as document in the Software License Agreement (excluding alio Content), scaled to current specifications for a School District of **2,630** students
- Full nightly backups and storage of archived data for all servers (Monday through Thursday, two week rotation, five Friday rotation, and six monthly)
- Support will also be provided through the WEIDENHAMMER Help Desk for the hosted infrastructure. This support will include connectivity, error support and server failure conditions. It will also include managing the Operating Systems running on the servers at current and supported levels.
 - Support for database and application management, and alio updates will be provided under separate contract through Weidenhammer's (or other Provider) application support team. Application support is not provided under this contract.
- Monitoring of the servers and critical Computer Processing Services and provided electronic feedback to our WEIDENHAMMER technical staff. See below for specific monitored events. Paging thresholds will initiate a page after five minutes.

Device	Monitored Services (Page Events)
Networking Equipment	
Weidenhammer Site Router and Firewall	Ping and Packet Loss
Servers	
alio Server	Sustained CPU Threshold > 90% for more than 5 minutes, Free disk space < 10%, Ping

- Operations support for operating system patches (Microsoft) and security patches will be monitored and administered by the WEIDENHAMMER operations staff. WEIDENHAMMER operations staff will work with CLIENT to identify the appropriate time windows to apply maintenance to the environment.
- Data center facility resources will be provided, including redundant power, redundant HVAC, redundant internetworking components; routers, switches, and firewalls, physical security and temperature alarm systems
- Hardware and OS software maintenance contracts to promote 24 X 7 access to the vendor help desk resources. In the case of a system failure, this promotes less than 24 hour response to repair part replacement for failed components on the hosted servers
- Assistance in the transference of data into and out of the hosted environment

Computer Processing Services System Equipment shall be installed at WEIDENHAMMER's data center locations in Pennsylvania throughout the term of this agreement and shall not be removed or relocated to any other location without the prior written consent of the CLIENT, such consent shall not be unreasonably withheld. Additional required equipment, such as routers, firewalls, switches, hubs, and printers can be at either the WEIDENHAMMER facility or at CLIENT designated locations.



1.2 Technical Support Services

Phase I - Startup

- Startup phase
 - Kickoff and planning meeting with the CLIENT support and installation services team to map out and understand timelines and deliverables through the implementation process and define roles and responsibilities of the WEIDENHAMMER hosting team, the designated application implementation team, the designated application support team and the end user team.
 - CLIENT Support team will finalize the project task list based on project implementation objectives.
 - CLIENT Support team will collaborate with the end user on the development of processes and procedures to support help desk and application administration and support functions. Define roles and responsibilities in carrying out change management tasks.
- Systems / Infrastructure Build
 - WEIDENHAMMER hosting / operations staff will design and setup the network and produce and deliver diagrams, IP schemes, etc
 - WEIDENHAMMER hosting / operations staff will implement / install the infrastructure
 - Firewall rules within WEIDENHAMMER and IP allocations
 - Prepare for Migration of data and installation of purchased applications.
 - Load operating systems and database software
 - Install servers into network
 - Data storage allocation policy and report parameters
 - Configure secure access to shared resources, mapped drives, etc.
 - Outline security measures for CLIENT and end users to follow and include:
 - Physical access control policy
 - Who (WEIDENHAMMER's authorized engineering list)
 - Control and monitoring procedures
 - Emergency Alarms (what they are and how we respond)
 - Operating System / Network access control policy
 - Passwords
 - Rules
 - Training
 - Maintaining secure root and administrator logins for all systems
 - Setup routine for monitoring of software patch availability and applicability to the environment
 - Application Controls
 - Assist in the setup of user authorities and group policies for end user access, including for the development / help desk staff and for CLIENT customer access.
 - Setup hardware monitoring including network monitoring by WEIDENHAMMER
 - Setup OS services monitoring using WEIDENHAMMER's tools
 - Outline response procedures for monitoring indicators (help desk)
 - Test monitor notification process with hosting support staff
 - Setup email notification and request process and setup help desk database for client (in conjunction with CLIENT email system)
 - Test network connectivity from end user location and other designated remote or customer locations
 - CLIENT or their Application Support Vendor will install Application Software/ WEIDENHAMMER hosting staff will provide the following:



- Assist with installation / migration to install applications and databases on the servers.
- Setup of schedule to test and participate in the test of the applications if required.
- Provide server / storage capability add on applications, provided no upgrade to the hosted environment is required.
- CLIENT / End User Startup responsibilities:
 - Assign a Project Manager capable of making decisions for the CLIENT to act as a liaison for all CLIENT / WEIDENHAMMER contact
 - Provide and disclose all information relevant to, and required for, full evaluation for compliance with the agreed upon scope of the project
 - Report suspected engagement difficulties to WEIDENHAMMER as soon as they arise
 - Safeguard the proprietary rights of others when using licensed or copyrighted materials
 - Communicate requirements for internal control and security to protect confidential information, which may reside in the system
 - Identify requirements to change security access
 - CLIENT and Application Support Vendor will be responsible for user authorities and access rules to the hosted applications and databases. WEIDENHAMMER hosting staff will assist where needed but at CLIENT or designee direction
 - Provide communications circuits and equipment to connect to hosting facility from the end user location, remote locations, and/or other required locations
 - Validate and acceptance test configured servers
 - Software configurations, changes, and customization and change management controls

Phase II Implementation Support

- WEIDENHAMMER will participate in a meeting (conference call) with CLIENT for status update on a regularly scheduled basis
- WEIDENHAMMER will modify or patch hardware configuration / operating system patches to support changes, program corrections, patches, etc
- WEIDENHAMMER will maintain patches to infrastructure
- WEIDENHAMMER will provide Help Desk function in conjunction with implementation support
 - Accept CLIENT authorized callers for technical assistance for connectivity, access to servers and troubleshooting Infrastructure issues
 - Follow a ticket process to support authorized CLIENT callers; calls logged to tickets for tracking and reporting
 - Log and report all infrastructure issues, environment patches, performed during this phase
- WEIDENHAMMER will monitor systems performance and assist with tuning requirements to include application server, web servers (Secure Gateway), and infrastructure components
- WEIDENHAMMER will provide assistance to CLIENT in evaluation of performance issues
- WEIDENHAMMER will monitor systems capacity
- WEIDENHAMMER will monitor events on the network and review system logs for potential issues

Phase III On-going Support

WEIDENHAMMER will:

Provide facility space and utilities to provide Computer System Services

- UPS
- Backup generator



- Redundant A/C
- Physical access security
- Fire Control Systems
- Rack and Cabling

Provide Network Administration and Operations Support

- Help Desk
 - Log and track issues or defects and provide cause, effect, and resolution analysis to CLIENT
 - Provide access to CLIENT to their open tickets and status
 - Assist when needed with third party help calls placed by the CLIENT authorized users
- Daily process includes, log reviews; backups, event tracking, application review, security
- Properly store and archive backup media
- Provide data restorations as needed and requested by CLIENT
- Monitor and identify network and operating systems patch options and impact to supported applications and make recommendations
- Monitor security resources for potential network or operating systems patches
- Assist with application performance monitoring and availability with CLIENT
- Monitor CPU and Memory performance and disk capacity and make recommendations to CLIENT as appropriate
- Monitor network servers, infrastructure, and operating system services through SNMP (Simple Network Monitoring Protocol), and NetFlow monitoring
- Log events and make logs available for CLIENT review and use
- Monitor backup process and logs daily and perform periodic restoration testing
- Setup user and group authority and access rights by security standards for passwords
- User adds, changes, and deletes to server access. CLIENT controls application security access.
- Any Application and Data Base administration and support will be provided by the CLIENT support team or their designated application support provider and is not part of this WEIDENHAMMER Statement of Work. Weidenhammer will work with the application support provider to assist in PSI and PD which will be determined to be out of the scope of this Computer Processing Services agreement and therefore billable to the CLIENT at Weidenhammer prevailing hourly support rates.

1.3 Operational Support

Coverage Hours:

Help Desk Support

WEIDENHAMMER will provide the CLIENT with call in help desk support for Computer Processing Infrastructure problems from Monday through Friday, 8:00 am to 5:00 pm EST, with the exception of the following holidays:

1. New Years Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Eve Day
8. Christmas Day



The Help desk will be staffed to take incoming requests during the help desk coverage hours. CLIENT will be provided a Help Desk process document and training for its use. CLIENT should be prepared to provide return phone number, email address, building location, and detailed description of the issue which might include system generated messages or error codes.

All requests through the help desk process will be logged to a ticket number. These work order tickets will track the progress of the request and can be used for reporting help desk performance as part of status reviews to measure the following:

- Number of calls by Priority / calls completed
- Type of issues; hardware, remote access, performance, security, etc
- Resolutions

Call classifications and definitions:

Priority 1 – The ability to conduct business or service of the end user is stopped:

- Network down – i.e., Host routers, Firewall, Switch, Server NIC
- Server down – i.e., Application services or database services ended
- System error- i.e., Operating System, server hardware issues

Service Goal for Priority 1 –

- Provide solution or provide course of action in under 10 minutes
- Every 30 minutes a response or update is provided while call remains open
- Maximum time to reach resolution is 8 hours

Priority 2 – The service performance is degraded due to congestion on the WEIDENHAMMER network. End User can usually continue operation while analysis and corrections take place. These problems require attention during the defined help desk hours.

- Faulty network interface, switch port
- Unusually high traffic volume on Hosting network
- Unusually high traffic on the Host Internet links
- Application performance is slowed
- Intermittent Application failures

Service Goal for Priority 2 –

- Provide solution or provide course of action in under 15 minutes
- Every 30 minutes a response or update is provided while call remains open
- Maximum time to reach resolution is 24 hour target for resolution

Priority 3 – service to an individual user is interrupted

- Access to server denied, account privileges or disabled passwords
- Privileges to database changed
- Session locked up because of user error
- Session locked up due to application freeze or file locks

Service Goal for Priority 3

- Provide solution or provide course of action in under 15 minutes
- No update or status requirement
- Maximum time to reach resolution is 24 hours

Priority 4 – Any requirement for a new service or questions about how to access services or requests to change services.



- User would submit the request and a priority would be assigned for future engineering support, i.e, new user accounts or user attribute changes, assistance with equipment builds, software loads and configurations, etc.

Outside the Help Desk hours:

An emergency process will be provided whereby CLIENT may make a call to an available toll free number. When connecting to the Help Desk off hours the call will be answered to a voice mailbox. The caller will leave information including, name, return phone number, and brief description of the issue. When the caller completes the message and hangs-up the WEIDENHAMMER support team will receive a numeric page indicating an incoming emergency call. This support is outside the help desk coverage hours and if a call is not a result of a supported network component failure, or a supported application or database component failure which denies user access, WEIDENHAMMER will track all specialist time against the call and bill for that time at a rate of \$200/hr.

Out of Scope Support

WEIDENHAMMER will provide support for the infrastructure and communications link we have provided under this agreement. When support requests are made that are out of the scope of support (not Infrastructure Support related) WEIDENHAMMER will take the request and work with the client until resolution. This call will be billed at \$150 per hour and the CLIENT will be invoiced at the end of the month for this service. Any request for support outside of the Infrastructure Support hours will be identified as Out of Scope to the CLIENT prior to engagement and therefore billed separately from the hosted invoice.

Client data is stored off-site with a data storage partner. The media is picked up daily from our datacenter location. If the CLIENT determines that he/she can wait until the next day pickup time for a restore to occur, we can request the media tote come in with the normal day delivery/pickup service and there's no charge. If the CLIENT needs to restore from a backup that is already stored off-site and the restore cannot wait until the next day's pickup time, WEIDENHAMMER will call the media tote back from the off-site storage location. There can be \$150 charge for this service from the offsite vendor that will be passed on to the CLIENT. Additionally, an off-hours, hourly rate will be charged to have someone at the WEIDENHAMMER datacenter to receive the media and restore the data.

We suggest that off-hours emergencies be filtered through CLIENT management for approval of these charges and authorization for WEIDENHAMMER to perform these billable tasks.

Service Level Agreement

Hosted Systems Availability The Hosted Systems will be available and accessible to the CLIENT, 24 hours per day, 7 days per week, except for times scheduled for maintenance and repairs. Scheduled Maintenance based on routine vendor product update recommendations, application of patches, or CLIENT request will be planned and notification provided at least 72 hours in advance of actual performance. This planned timing does not apply when software flaws or security risks could immediately impact the systems requiring patches.

WEIDENHAMMER will provide email notification to CLIENT's assigned project manager of scheduled maintenance events. Scheduled maintenance will be performed outside the Monday through Friday, 8 am to 5 pm, CLIENT business hours except where the cause is an emergency. WEIDENHAMMER will also insure that maintenance times do not impact the backup time schedule. CLIENT may request description of actions to be taken during planned events.



Service Level is based on those things that are within WEIDENHAMMER control, i.e., network switches, routers, servers and firewalls that reside on the WEIDENHAMMER Hosting Network. WEIDENHAMMER cannot be held accountable for anything outside its ability to control such as application failures.

Target for availability of the hosting network is 99.982% per month. If it is determined that the CLIENT service is down and unavailable for 1 to 2 hours during a calendar month, WEIDENHAMMER, upon CLIENT's request, will issue to CLIENT a credit equal to the pro-rated value for one day's service. If WEIDENHAMMER determines that service was unavailable for more than 2 hours during any Operation Service period within a calendar month, WEIDENHAMMER, upon CLIENT's request, will issue to CLIENT a credit equal to the pro-rated charges for one week's service.

Additionally, in the event that such hosting service is unavailable to CLIENT for a period in excess of five (5) consecutive days, CLIENT may, upon written notice to WEIDENHAMMER, immediately terminate this Agreement without cost, penalty, or further obligation, financial or otherwise; whereupon WEIDENHAMMER shall immediately refund to CLIENT an amount equal to any and all prepaid charges for such services, such amount to be calculated as of the effective date of termination, prorated on a thirty (30) day basis.

1.4 Key Assumptions

1. WEIDENHAMMER will provide administrative and maintenance support to the networking components within our control. This is identified as all networking Equipment within our data centers. All other networking components are outside the scope of this contract and will be assessed with a best effort response.
2. WEIDENHAMMER will maintain vendor support contracts on the hosted hardware for the term of this agreement.
3. WEIDENHAMMER will provide the SSL certificate necessary for secure communication with alio.
4. CLIENT's end users will access the environment via a supported web browser over the Internet. CLIENT is responsible for maintaining the necessary Internet bandwidth from their location(s) to support the concurrent user sessions.
5. Support and licensing of the alio application, database, and application of alio updates is outside the scope of this hosting contract. It is expected that this support will be provided by a Weidenhammer designated support provider for alio.



1.5 Charges for Computer Processing Services

Hosting and Management Services	Annual Fee	One-Time Setup Fee
Managed Hosting Services with SSL Certificate Renewal	\$ 10,234	\$ 1,425

Services will be billed annually in advance on the anniversary of the contract inception date. Annual pricing is based on a District, with a count of **2,630** students. It is expected that throughout the term of this agreement that the student population will not deviate significantly from the initial count. If there is significant deviation, a revision of the annual pricing will need to occur.

Per the terms of our Service Level / Computer Processing Services Agreements, CLIENT can cancel the contract at any point for non-performance.

At the CLIENT'S request WEIDENHAMMER will provide, "as needed" engineering assistance and technical support that is not a part of this contract on a time and material basis. The hourly rate charged will be at prevailing WEIDENHAMMER consulting hourly rates, which is \$150.00 per hour as of this writing. These charges will be invoiced separately from the annual hosting fee. A project Authorization will be provided to CLIENT which will authorize WEIDENHAMMER to provide the services outlined in this estimate.
(end)