Weidenhammer

SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("Agreement") is made and entered into as of the 22nd day of February, 2018 (the "Effective Date"), by and between Weidenhammer Systems Corporation ("Weidenhammer") a Pennsylvania corporation, and North Hunterdon-Voorhees Regional High School District, ("Licensee"), with reference to the following facts:

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound Weidenhammer, and Licensee agree as follows:

The terms and conditions governing the rights and obligations of the parties hereto are contained in the following schedules and exhibits which are all hereby incorporated into and governed by this Agreement:

(a) This Software Subscription Agreement; and
(b) Schedule A – Software Subscription Terms and Conditions, and
(c) Schedule B - Software Support and Maintenance, and
(d) Schedule C - Professional Services, and
(e) Schedule D - Definitions and General Provisions, and
(f) All exhibits/addenda attached hereto.

Notice. All Notices required or permitted under the terms of this Agreement will be deemed given when received via the United States mails, postage prepaid, addressed to the party for whom notice is intended, at the address specified for such party below or such other address for notice specified by such party in a notice similarly given. Such notices will also be deemed given when actually delivered to such address by courier or other means in an envelope addressed to the party for whom notice is intended. Electronic mail notices will be effective only upon proof of receipt by the party for whom notice is intended, by acknowledgement of receipt by that party or otherwise and by sending a copy via US mail.

If to Weidenhammer:
    Weidenhammer Systems Corporation
    935 Berkshire Boulevard
    Wyomissing, PA 19610
    Attention: John P. Weidenhammer

If to Licensee:
    North Hunterdon-Voorhees Regional High School District
    1445 State Route 31
    Annandale, NJ 08801
    Attention: Susan Press

IN WITNESS WHEREOF, Weidenhammer and the Licensee have executed this Agreement as of the Effective Date written above.

WEIDENHAMMER SYSTEMS CORPORATION

BY: _____
        (Authorized Signature)

John P. Weidenhammer, President
        (Name and Title)

_____
        (Date)

LICENSEE: North Hunterdon-Voorhees Regional High School District

BY: _____
        (Authorized Signature)

_____
        (Name and Title)

_____
        (Date)

SCHEDULE A

SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

1. RECITALS
    A. Weidenhammer is the owner or an authorized licensee of and has the ability and authority to license the Software to Licensee.
    B. Licensee, subject to the terms and conditions set forth in this Agreement, desires to obtain a fixed-term, renewable Subscription License from Weidenhammer to license and use the Software.
    C. Weidenhammer, for the consideration and on the terms and conditions set forth in this Agreement, desires to grant to Licensee a license for Licensee's use.

2. LICENSE, OWNERSHIP AND PERMITTED USE

    2.1 License. Upon payment of the Subscription License Fee provided for herein and subject to the terms and conditions of this Agreement, Weidenhammer hereby grants to Licensee a fixed-term, non-exclusive, non-transferable license to use the Software at the Licensed Locations for the limited purpose of processing Licensee's own data or data which Licensee must process from third parties in the ordinary course of its business operations as permitted and required under New Jersey law.

    2.2 Ownership. Licensee acknowledges that title to the Software and all intellectual property rights associated therewith, including copyright and trade secret rights, will remain with Weidenhammer. Any copies of the Software, or any portion thereof, including any modifications, enhancements or other derivative works made by Licensee in accordance with the rights granted in this Agreement will belong to Weidenhammer. Licensee agrees to include on all derivative works a notice acknowledging the copyright and ownership of the software and associated documentation by Weidenhammer, as instructed by Weidenhammer. Licensee will only make modifications to the base alio software with the express direction of Weidenhammer, and as outlined in documentation published by Weidenhammer.

    2.3 Duplication of Software. Except as provided herein and unless for backup and disaster recovery purposes, Licensee may not make copies of the Software or copy the Software distribution media provided by Weidenhammer. Licensee may not make more than two backup copies of the Software as is necessary and incidental to its permitted use under the terms of this Agreement. Licensee will exercise reasonable care to ensure that no person shall make or obtain any copy or copies of the Software not specifically authorized by this Agreement. The Software will be maintained at and not be removed from the Licensed Location except that the Software may be temporarily transferred to a back-up computer in the event that the primary computer system is not operational. Any copy made for Licensee's use or for backup purposes must include the same copyright and other proprietary notices as appear on the Software delivered by Weidenhammer under the terms of this Agreement.

    2.4 Confidentiality.

    A. Licensee's Obligations. Unless allowed under intellectual property laws or required under public access laws, Licensee agrees not to disclose or release any confidential information concerning the Software to any third parties without the prior written consent of Weidenhammer. Confidential information, for purposes of this provision, will mean the Software and any information about the Software which is protected under intellectual property laws and contains technical information, trade secrets or other proprietary information concerning the Software including any work product, deliverables and results of benchmark tests of the Software. Weidenhammer will not unreasonably delay or withhold its consent allowing Licensee to disclose confidential information to third-party consultants, technicians, or others who have a reasonable basis for acquiring access to the confidential information in the ordinary course of maintaining, analyzing, upgrading, or otherwise servicing, repairing or accessing Licensee's hardware or software systems provided that such third parties enter into a written confidentiality agreement. Licensee will not disclose confidential information to third parties who compete in developing or implementing software which is competitive with the Software.

B. Weidenhammer's Obligations. Weidenhammer shall comply with all applicable local, county, state, and federal laws and regulations, including without limitation those regarding the provision of financial software, copyright, personal health information, nonpublic personal information, and personal identification information, employee records, student records, and privacy and confidentiality laws. Weidenhammer shall maintain the security, accuracy, integrity, and confidentiality of Licensee's records, systems, networks and data to which Weidenhammer has access and shall cause its agents and vendors to do the same.

2.5 Trademarks. No rights with respect to any trademark, trade name, service mark, logo type, advertising, or other commercial symbol or related characteristic of Weidenhammer is licensed, granted or transferred under this Agreement. Licensee agrees that in making reference to any trademarks, trade names or service marks of Weidenhammer; it will follow any written guidelines provided by Weidenhammer with respect to such trademarks, trade names and service marks.

2.6 Reverse Engineering. Licensee agrees not to attempt to reverse engineer, disassemble or decompile the Software.

2.7 Permitted Use. The Software will be used only at the Licensed Locations as defined in Exhibit 1. The Software will only be used for the benefit of Licensee and within the scope of the application components included in this agreement. Use of the Software will be limited to Licensee's systems and the database server(s) operated by Licensee identified in Exhibit 2. Except with respect to temporary transfers permitted in accordance with Section 2.3, or in the event Licensee's disaster recovery procedures are activated, Licensee will notify Weidenhammer in writing at least 10 (ten) days prior to any transfer of the Software to another primary database server and advise Weidenhammer of the configuration of the hardware to which the Software will be transferred. Such transfer may not be affected for longer than seven (7) days unless Weidenhammer certifies in writing that such hardware configuration is permitted under the Subscription License, which certification Weidenhammer shall not unreasonably withhold. Upon completion of a permitted transfer, Licensee will certify to Weidenhammer that the Software has been removed from the original server. In the event that a primary database server is not operational, Licensee may temporarily transfer the Software to a back-up server at a Licensed Location and will simultaneously notify Weidenhammer of such temporary transfer. Licensee agrees that it will not use the Software in violation of the terms and conditions in this Agreement, or in any way that exceeds the scope of its license. Use of the Software programs will be restricted to object code only with the exception of certain programs that are provided in source code format to facilitate their use solely within the scope of the Software components included in this Agreement. This Agreement is subject to and Licensee agrees to the following restrictions and obligations: (1) to restrict use of the programs to the scope of the Software and to the business operations of the Licensee; (2) to prohibit (a) an end user from assigning, giving, or transferring the Software and/or any services ordered or an interest in them to another individual or entity (if Licensee grants a security interest in the Software and/or any services, the secured party has no right to use or transfer the programs and/or any services); (b) timesharing, subscription service, or rental use of the Software; and (c) title to the Software from passing from the Licensee to any other party; (3) to prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (4) to prohibit publication of any results of benchmark tests run on the programs; (5) to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (6) to not require Weidenhammer, Oracle or other ancillary software providers to perform any obligations or incur any liability not previously agreed to in writing; (7) to permit Weidenhammer to audit Licensee's use of the Software and report such use to Oracle; or to assign our right to audit Licensee's use of the programs to Oracle; (8) to designate Oracle as a third party beneficiary of this Agreement; (9) to exclude the application of the Uniform Computer Information Transactions Act; and (10) to acknowledge that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement. Licensee may allow end users to permit regulators, auditors, agents or contractors to use the programs on your behalf for the purposes set forth in this Agreement, subject to the terms of this Agreement, provided that Licensee is responsible for such regulators, auditors, agents' and contractors' compliance with the Agreement in such use. Weidenhammer may report any information concerning Licensee's

use of ancillary software programs and assign to the company providing the ancillary software the right to inspect or enforce any of the rights granted to Weidenhammer to audit or monitor the use of the Software.

2.8 State Requirements Code (SRC). Unless SRC is available for a given state and the customer purchases a license to such SRC from Weidenhammer or as outlined in this Agreement or its published documentation, Weidenhammer makes no additional representation that licensed product includes any SRC designed to meet a particular state's reporting requirements. If SRC is supplied as part of licensed product, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, Weidenhammer does not warrant that use of the SRC will ensure Licensee's 100% compliance with state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not Weidenhammer's, responsibility to understand and comply with all such requirements. Enhancements to SRC are made available by Weidenhammer to Licensee as stated in Schedule B of this Agreement.

3.   TERM AND TERMINATION

3.1 Term.

The term of this agreement shall commence upon the Effective Date of this agreement and shall remain in force until terminated as provided in Exhibit 1 of this Agreement.

3.2 Termination by Licensee. This Agreement may be terminated by Licensee within sixty (60) days after the Effective Date upon not less than five (5) days prior written notice to Weidenhammer, provided that if delivery of the Software has occurred: (1) Licensee returns the Software to Weidenhammer in the same condition as received, normal wear and tear expected; and (2) Licensee provides written certification by a duly authorized officer stating that all copies of the Software have been returned to Weidenhammer or destroyed. In the event Licensee exercised its right to terminate this Agreement within 60 days of the Effective Date, any payment made by Licensee to Weidenhammer will be refunded less charges at Weidenhammer's current hourly rate for time expended by Weidenhammer after execution of this Agreement. Refund will be made only after receipt by Weidenhammer of the Software and receipt of Licensee's certification that the Software has been returned or destroyed.

3.3 Termination by Weidenhammer. If Licensee is in breach of any of its obligations under this Agreement, Weidenhammer shall have the right to suspend performance under or terminate this Agreement immediately following five (5) business days written notice to cure and remedy the breach, and exercise any and all of its rights and remedies existing at law or in equity. Licensee shall pay all expenses incurred by Weidenhammer during a legal proceeding, including reasonable attorneys' fees. In addition, this license will automatically terminate if Licensee ceases using the Software at any time for a period of 6 months or more and discontinues paying Weidenhammer amounts owed under this Agreement.

3.4 Duties upon Termination. Upon termination of this Agreement, Licensee will return or destroy all copies of the Software, including computer programs stored on Licensee's computer(s) and the written materials pertaining to the Software. Licensee will certify to Weidenhammer in writing within ten (10) days after the termination of this Agreement that such return or destruction has been completed. The termination of the Agreement and the return or destruction of the Software will not affect the obligations defined herein or the right of the non-breaching party to recover money damages occasioned by the breach of this Agreement.

4.   DELIVERY, INSTALLATION AND PROFESSIONAL SERVICES

4.1 Delivery and Installation. Weidenhammer agrees to deliver the Software to Licensee at Licensed Location and to install the Software on Licensee's computer system no later than four weeks after execution of this Agreement, unless otherwise mutually agreed by Licensee and Weidenhammer. However, Licensee shall not be required to pay Weidenhammer any amount until after installation occurs and Licensee is able to use the software.

4.2 Professional Services. Weidenhammer will provide professional services related to the use and operation of the Software for the number of days and at the cost described in Exhibit 1. All Weidenhammer professional services are subject to the terms and conditions of this Agreement. Weidenhammer will provide such services on-

site at the facilities of Licensee, at a Weidenhammer Location, via web conferencing software or at a mutually agreeable location, at such time or times as may be mutually convenient.

4.3 Key Personnel. Prior to the installation of the Software, Weidenhammer and Licensee each will designate a Key Contact Person who will be the primary point of communication for the designating party during the Installation Period with respect to installation of the Software and a Key Contact Person who will be the primary point of contact for all payment decisions. The Key Personnel and any substitutes will be fully and adequately trained in accord with accepted industry practices; and will hold all necessary or advisable certifications and licenses, if any, related to the project.

4.4 Additional Training. After completion of training during the Installation Period, any additional training requested by Licensee will be furnished pursuant to this Agreement.

5.   SUBSCRIPTION LICENSE FEE AND PAYMENT SCHEDULE

5.1 Subscription License Fee. As consideration for the Software provided to Licensee pursuant to this Agreement and following installation by Weidenhammer and Licensee's ability to use the software, Licensee will pay to Weidenhammer Subscription License Fees properly invoiced and subject to the terms and conditions of this Agreement. The Subscription License Fees will be paid in accordance with payment schedule set out in Exhibit 1.

5.2 Finance Charge. Weidenhammer invoices which remain unpaid by Licensee after thirty (30) days of the invoice date shall be subject to a monthly finance charge of no more than 1.25% which shall be added to the fee due and owing to Weidenhammer.

END OF SCHEDULE A - SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

SCHEDULE B

SOFTWARE SUPPORT AND MAINTENANCE

SUPPORT TERM; FEES.

Licensee's initial Support Term will begin upon the Effective Date of this Agreement and terminate at the end of the Subscription Term specified in Exhibit 1 of this Agreement, or terminated earlier in accordance with the terms of this Agreement. Upon expiration of the initial Subscription License Term or any renewal Subscription License Term, Licensee's Subscription License Term shall automatically be extended for a renewal Subscription License Term of one (1) year, unless: (a) Weidenhammer notifies the Licensee in writing of non-renewal at least ninety (90) days prior to the end of the expiring Subscription License Term; or (b) Licensee notifies Weidenhammer in writing of non-renewal at least thirty (30) days prior to the end of the Subscription License Term; or (c) Weidenhammer does not receive the applicable Subscription License Fees for the renewal Subscription License within forty-five (45) days of Weidenhammer's invoice. For the initial Subscription License Term, Licensee shall pay the charges specified on Exhibit 1 of the License Agreement. For renewal Subscription License terms, Licensee shall pay Weidenhammer's then-current annual support services fees. In addition, in the event that Weidenhammer supplies any new or modified terms and conditions to Licensee related to the provision of Support Services in a renewal term, such new or modified terms and conditions will govern Weidenhammer's provision of such Support Services in such renewal term. In the event that Weidenhammer provides, in its discretion, services requested by Licensee that are outside the scope of Support Services, or services resulting from Licensee's failure to fulfill its responsibilities set forth in this Agreement, Licensee shall be charged for those services at Weidenhammer's then-current time and materials rates.

1.   Software Support. In consideration of the payment of the Subscription License Fee, Weidenhammer will support the Software described in Exhibit 1, exclusive of any modifications made by the Licensee (unless such modifications are directed or approved by Weidenhammer), with services and consultation to assist Licensee in its use and operation of the Software and in order to ensure that the Software operates as specified and represented by Weidenhammer in this Agreement and its published documentation ("Software Support"). Response time for such services will not exceed four hours during the hours of coverage. The hours of coverage are Monday through Friday, 7:00 A.M. to 7:00 P.M. (EST) exclusive of Weidenhammer holidays. Licensee's requests for assistance will be submitted in accordance with Weidenhammer procedures then in effect, which shall be provided to Licensee by Weidenhammer from time to time.

1.1 Training. In order to receive the Software Support, described herein, Licensee must purchase training regarding the use and operation of Software from either Weidenhammer or a consultant that has been certified by Weidenhammer to supply such training. Licensee acknowledges and agrees that Weidenhammer may, in its discretion, bill Licensee, on a time and materials basis at Weidenhammer's then-current rates and terms, for any Software Support requested by any representative of Licensee who has not received training from either Weidenhammer or a consultant that has been certified by Weidenhammer to supply such training.

1.2 Support of Prior Releases and Versions. After the distribution of a New Release or New Version, telephone support for the prior release or version will be available for one (1) year, after which telephone support for the prior release or version will only be available at Weidenhammer's discretion, on a time and materials basis, at Weidenhammer's then current rates and charges. Fixes for prior releases and versions will only be available at Weidenhammer's discretion, on a time and materials basis, at Weidenhammer's then current rates and charges.

1.3 Software Maintenance. In addition to the Software Support described in paragraph 1, Weidenhammer will repair any defects that result in the failure of the Software to function as specified and represented by Weidenhammer in this Agreement. Weidenhammer will use its best efforts to correct all defects as soon as practicable. Additionally, Weidenhammer agrees to provide all modifications, updates, supplements, addenda or other changes which keep the Software at the standard current release and to provide limited programming services as may be required to produce results which comply with applicable federal or state law. Such services will be provided at no additional charge. Notwithstanding the foregoing, Weidenhammer will not be obligated to undertake major modifications of the Software without reasonable compensation.

1.4 Enhancements to SRC. During the Term, Weidenhammer will provide to Licensee, SRC enhancements to help Licensee comply with state reporting requirements. Weidenhammer reserves the right, in its discretion: (a) to require that additional fees be paid by Licensee desiring that SRC be updated in connection with new reporting requirements in its state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time Weidenhammer determined its applicable support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

1.5 Initiation and Invoicing of Services. This Agreement will commence upon the Effective Date and will continue for an initial term specified in Exhibit 1, Subscription License Term ("Term"). Unless Licensee provides notice of its intent not to renew within thirty (30) days prior to expiration of the Term, the Agreement will be automatically renewed for an additional one year Term at new rates to be provided by Weidenhammer at least ninety (90) days prior to the expiration of the Term. If new rates are not provided within ninety (90) days prior to the expiration of the Term, then the Agreement will renew at the same rates.

1.6 Licensee Obligations. Licensee will, as a condition to Weidenhammer's obligations under this Agreement:

a) Provide Weidenhammer secure Internet access to the data base and/or application server(s) through a remote access facility.

b) Maintain the system hardware, firmware and software at the latest required code revision level.

c) Install all Fixes, New Releases and New Versions supplied by Weidenhammer in the proper sequence, and have the most current release or version of the Software (or a prior release or version supported under this Agreement) installed at all times during the Support Term. Licensee acknowledges that Fixes may be made available electronically. Weidenhammer will maintain e-mail distribution lists that are used to notify Licensee of the availability of Fixes and to provide other information to Licensee while maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of Weidenhammer so that Licensee receives such notifications and other information.

d) Maintain a backup procedure for reconstruction of Licensee's lost data and programs.

e) Follow Weidenhammer's written standards and procedures for using the Software and Software Support services.

f) Require Licensee personnel to be trained by Weidenhammer or a Weidenhammer approved third party on an application in order to submit a question to support for that application.

1.7 Additional Services. The Subscription License Fee will cover standard services and support as described above. The fee for additional services will be billed on an hourly basis in accordance with Weidenhammer's then prevailing hourly rates and are subject to the terms and conditions of this Agreement.

END OF SCHEDULE B - SOFTWARE SUPPORT AND MAINTENANCE

SCHEDULE C

PROFESSIONAL SERVICES

1.   PROFESSIONAL SERVICES

Weidenhammer shall provide the implementation, installation, training, consulting, systems integration, and programming services specified in Exhibit 1 of this Agreement and the services specified in any future Project Authorization(s) which may be agreed to between the parties.

1.1. Scope of Services. Professional services shall be governed by the terms and conditions of this Agreement, the terms and conditions of a Project Authorization, and by such supplementary written amendments of this Agreement or the Project Authorizations as may be from time to time executed between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Project Authorization, the terms and conditions of the Project Authorization shall govern.

1.2. Site of Services.   At the option of Weidenhammer, the services provided under this Agreement may be performed at Licensee's place of business, at the offices of Weidenhammer or via the web through remote access software.

1.3. Modification of Services. Licensee may at any time modify the scope of services agreed to between the parties, upon thirty (30) days written notice to Weidenhammer specifying the desired modifications to the same degree of specificity as in the original work assignment. Weidenhammer shall at its discretion agree to perform such services within ten (10) days following receipt of such notice.   The performance of modified services by Weidenhammer shall be governed by the terms and conditions of this Agreement.   Modification of services hereunder shall include any increase, or change, but not any decrease, in the scope of services.

1.4. Licensee's Cancellation of Services. Licensee may at any time terminate the performance of any portion of the services upon ten (10) days prior written notice to Weidenhammer stating its intention to terminate and specifying the services to be terminated and the date upon which such termination shall be effective. In the event of such termination, Licensee shall promptly pay for services rendered prior to the effective date of termination and for any additional charges under this Agreement.

1.5. Estimates. Any estimates made by Weidenhammer for the cost of services to Licensee shall be made in good faith but shall in no event constitute a fixed price agreement between the parties.

1.6. Method of Billing. Weidenhammer will invoice Licensee monthly for services rendered during the preceding monthly period.

2.   WEIDENHAMMER'S STAFF

Weidenhammer's staff are not nor shall they be deemed to be at any time during the term of this Agreement the employees of Licensee.   Weidenhammer will be solely responsible for payment of all compensation owed to Weidenhammer staff assigned to Licensee, including payment, if any, of employment related taxes, unemployment insurance, and Workmen's Compensation Insurance.

2.1. Right to Assign and Remove Staff. Weidenhammer shall conduct adequate criminal background checks, provide and maintain a drug-free workplace, have the right to determine which staff shall be assigned to perform services for Licensee under this Agreement, and shall have the sole right to re-assign any staff person provided that such re-assignment does not interfere with the services required to be performed under this Agreement. Licensee shall have the right of approval with respect to any staff proposed by Weidenhammer to perform services under this Agreement.   Licensee may request to interview any staff person proposed for assignment to Licensee and may, based upon the skills and background required for the services, reject any such staff person upon written notice to Weidenhammer within ten (10) days of such interview.   In the event any assigned staff person fails to perform services in a satisfactory manner, Licensee shall have the right to terminate such staff person's services to Licensee within ten (10) days by written notice to Weidenhammer. Upon receipt of such notice, Weidenhammer shall replace such staff person as soon as practicable.

2.2. Non-Solicitation. The parties agree that during the term of this Agreement, and for a period of twenty-four (24) months after termination of this Agreement, neither party shall directly or indirectly solicit, hire or otherwise retain as an employee or as an independent contractor, a staff member of the other party or a former staff member.

3. WARRANTY OF PERFORMANCE

Weidenhammer warrants that its services will be of professional quality conforming to generally accepted data processing practice and industry standards.

UNLESS OUTLINED IN THIS AGREEMENT OR WEIDENHAMMER'S PUBLISHED DOCUMENTATION, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. PROPERTY RIGHTS

4.1. Ownership of Work Product. All systems, programs and specifications, and other materials and hardware owned by Weidenhammer or in the possession of Weidenhammer prior to execution of this Agreement and used by Weidenhammer in conjunction with Licensee services, shall continue to belong exclusively to Weidenhammer whether or not they were specifically adapted by Weidenhammer for use by Licensee. Weidenhammer shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee. Provided the Licensee pays Weidenhammer all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only.

4.2. Ownership of Data Processing Know-How. Any ideas, concepts, know-how, or techniques relating to data processing developed during the course of this Agreement by Weidenhammer, or jointly by Weidenhammer and Licensee, may be used by both parties.

4.3. Licensee Data. Any data or other materials furnished by Licensee for use by Weidenhammer in connection with the services performed under this Agreement shall remain the sole property of Licensee and will be held in confidence by Weidenhammer. Licensee may obtain the return of data or other materials furnished to Weidenhammer upon termination of this Agreement and upon receipt by Weidenhammer of payment for services rendered. If Licensee fails to request its data from Weidenhammer within thirty (30) days from the date to which it is so entitled, Weidenhammer will cease to be responsible for its safekeeping.

4.4. Right to Develop Competitive Data Processing. Nothing in this Agreement shall be construed so as to preclude Weidenhammer from developing and marketing data processing materials which are competitive with those prepared for Licensee hereunder, irrespective of whether such materials are similar or related to the data processing material(s) developed by Weidenhammer for Licensee pursuant to this Agreement.

END OF SCHEDULE C – PROFESSIONAL SERVICES

SCHEDULE D

DEFINITIONS AND GENERAL PROVISIONS

1. **DEFINITIONS** When used in this agreement, the following terms will have the following meanings:

    1.1 "Agreement" means the terms and conditions governing the rights and obligations of the parties hereto and contained in the following documents which are all hereby incorporated by reference into this Agreement:

    1.2 "alio" means a package of proprietary computer programs owned exclusively by Weidenhammer.

    1.3 "Errors" shall mean a reproducible failure of Software to operate in accordance with its standard documentation, despite the proper installation and use of Software in a proper operating environment and on hardware and system software sufficient to meet Weidenhammer's minimum requirements, which may change over the life of this Agreement as New Releases or New Versions are released. User mistakes are not Errors within the meaning of this Agreement. Errors may be due to problems in Software, the documentation, or both.

    1.4 "Fix" shall mean a patch, service pack or corrective update of Software which Weidenhammer prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming Errors that prevent or obstruct normal operation of Software in accordance with the applicable then-current documentation. Fixes are licensed to Licensee under the same terms as Software, unless otherwise stated in writing by Weidenhammer.

    1.5 "Installation Period" means the period extending from the Effective Date until ninety (90) days after completion of installation of the Software at the Licensed Location.

    1.6 "License" means this Agreement and the rights and obligations conferred and imposed hereby.

    1.7 "Licensed Location" means the location or locations identified in Exhibit 1 at which the Software may be used by Licensee.

    1.8 "Key Contact Person" means the employee designated by the Licensee to represent the Licensee for functions such as implementation planning, authorization of billing, and determining who can call for support.

    1.9 "Key Personnel" means the designated personnel of Weidenhammer or Weidenhammer consultants responsible for the installation of the Software and maintenance of the Software during the Installation Period.

    1.10 "New Products" shall mean new program products or modules of Weidenhammer that provide features, functions or applications not included in Software. A new name will generally be associated with New Products. A New Product may be usable with or in addition to the Software and will be licensed to Licensee under the terms of a Software License Agreement after payment of applicable fees.

    1.11 "New Release" shall mean an update of Software issued by Weidenhammer as a "New Release," which includes all Fixes, together with such other corrective updates and improvements to Software that Weidenhammer may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Licensee under the same terms as the old release, unless otherwise stated in writing by Weidenhammer. A New Release will have a new number to the right of the decimal point in the product number. For example, a change of the product numbering from Version 15.2 to Version 15.3 would evidence a New Release.

    1.12 "New Version" shall mean an upgrade of Software issued by Weidenhammer as a "New Version," which includes all Fixes, together with such other corrective updates and major enhancements and improvements to Software that Weidenhammer may, in its discretion, develop and deem ready for distribution. A New Version is licensed to Licensee under the same terms as the old version, unless otherwise stated in writing by Weidenhammer. A New Version will have a new number to the left of the decimal point. For example, a change of the product numbering from Version 15.3 to Version 16.0 would evidence a New Version.

    1.13 "Software" means, collectively, the modules of **alio** and any ancillary computer software (Oracle) identified in Exhibit 1 and Exhibit 3 and all components thereof, including, without limitation, all updates,

modifications, enhancements, and other derivative works thereto and all documentation relating to the computer software or the use thereof provided by Weidenhammer to Licensee in accordance with this Agreement.

1.14 "Support Services" shall mean those services provided hereunder with respect to the Software.

1.15 "Support Term" shall mean the length of time the Subscription License Term is effective and support is to be provided hereunder and for which Licensee has paid any applicable Subscription License Fees, including any initial Support Term and any renewal Support Terms provided for in this Agreement.

1.16 "Schedule(s)" means any schedule attached to and made a part of this Agreement, whether referred to individually or collectively.

1.17 "State Requirements Code" or "SRC" means computer programs licensed to Licensee to meet specific state reporting requirements. For purposes of this Agreement, any state-mandated report, process or data collection activity shall be deemed a state reporting requirement, and any code developed to meet any state reporting requirement is considered SRC for purposes of this Agreement.

1.18 "Subscription License" means an end user license for the installation and use of the Weidenhammer alio product for a specified period of time, typically one (1) year. Enhancements and software updates are included in the price of the Subscription License and are available for the time period of the subscription license. Once the subscription is terminated or expires, all software must be returned and with no license or right to continue to use the software.

1.19 "Work" means the provision of activities, services, support, or products as specified under one or more of the Schedules.

2. LIMITED WARRANTIES

2.1 Conformity With Specifications. Weidenhammer warrants that the Software, when properly used by Licensee, will meet all relevant and applicable industry standards and will substantially conform to the applicable description and specifications contained in this Agreement, Weidenhammer's published documentation, and the documentation delivered with the Software. Weidenhammer shall execute its responsibilities by following and applying at all times the professional and technical guidelines and standards.

2.2 Right to License Software. Weidenhammer represents and warrants to Licensee that Weidenhammer has the right, permission, and approval to license the Software to Licensee as provided herein, and that neither the Software nor any part thereof infringes upon any proprietary rights of any third party.

2.3 Viruses. Weidenhammer will run a commercially available virus protection program against the Software prior to delivery to Licensee and eliminate any viruses detected in that process.

2.4 Computer Hardware / Operating System Software. Weidenhammer will review Licensee's proposed hardware configuration and proposed operating system software and will advise Licensee whether the proposed hardware configuration and operating system software are capable of running the Software provided that the hardware and operating system software perform in accordance with the manufacturer specifications. Weidenhammer may recommend alternative selections to Licensee with regard to the installation of the Software. **WEIDENHAMMER MAKES NO REPRESENTATION OR WARRANTY TO THE LICENSEE CONCERNING COMPUTER HARDWARE OR OPERATING SYSTEM SOFTWARE.**

2.5 DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. UNLESS OUTLINED IN THIS AGREEMENT OR PUBLISHED IN THE DOCUMENTATION PROVIDED WITH THE SOFTWARE, WEIDENHAMMER DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT WEIDENHAMMER WILL CORRECT ALL PROGRAM ERRORS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ITS PUBLISHED DOCUMENTATION, WEIDENHAMMER HAS NOT MADE AND DOES NOT MAKE ANY ADDITIONAL WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WEIDENHAMMER AND LICENSEE WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY

LOST PROFITS, LOST BUSINESS, OR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE INSTALLATION OR USE OF THE SOFTWARE OR INABILITY TO USE THE SOFTWARE. IN NO EVENT WILL THE LIABILITY OF WEIDENHAMMER OR LICENSEE FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE VALUE OF SUBSCRIPTION LICENSE FEES PAID TO WEIDENHAMMER.

2.6 Termination of Warranties. The warranties set forth in this Agreement will terminate upon the termination of this Agreement.

2.7 No action arising out of this Agreement, regardless of the form of action, may be brought by either party more than one (1) year after the cause of action has accrued.

3. TERMINATION

3.1 Termination by Intent. Weidenhammer may notify Licensee in writing within ninety (90) days prior and Licensee may notify Weidenhammer thirty (30) days prior to the expiration date of the Term of its intention not to renew the Agreement. Upon termination of this Agreement Licensee's right to continued use of the Software terminates.

3.2 Termination for Cause. Either party may, at its option and upon providing written notice, terminate this Agreement in the event that the other party has unreasonably refused or failed to comply with any material term or condition hereof.

3.3 Effect of Termination. Termination of this Agreement, whether by Weidenhammer or Licensee, will not affect the continuing obligations defined herein or the right of the non-breaching party to recover money damages occasioned by the breach.

4. CONFIDENTIALITY.

In order to effectively provide services to Licensee, it is necessary and desirable for Licensee to disclose to Weidenhammer confidential and proprietary information relating to Licensee's past, present and future activities, employees, and students. Since it is difficult to separate confidential and proprietary information from that which is not, Weidenhammer will instruct its employees to regard all information gained as a result of services hereunder as confidential information. All confidential information will be safeguarded and kept confidential by Weidenhammer during the term of this Agreement according to industry standards, and confidentiality and privacy laws. Unless considered personal health information, nonpublic personal information, or personally identifiable information, Confidential information does not include any information received under this Agreement if: (1) the information is generally available to or known to the public; (2) the information was previously known by Weidenhammer; (3) the information was independently developed by Weidenhammer; or (4) the information was disclosed to Weidenhammer by a third party not having an obligation of confidentiality to Licensee.

5. GENERAL PROVISIONS

5.1 Uniform Act. The Uniform Computer Information Transactions Act will not apply to this Agreement.

5.2 Audit. Licensee will maintain and allow Weidenhammer to inspect records related to the number and location of the original and all copies of the Software. All such records will be maintained at the Licensed Locations, unless agreed by Weidenhammer. Before disposing of any media containing the Software or any part thereof, Licensee will take all necessary steps to destroy or erase all Software codes, programs and other proprietary information of Weidenhammer, Oracle, and any other ancillary software contained in such media.

5.3 Applicable Taxes. The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be assumed and paid for by Licensee except those taxes based on the net income of Weidenhammer.

5.4 Out-of-Pocket Expenses. Any out-of-pocket expenses incurred by Weidenhammer shall be paid by Licensee. Out-of-pocket expenses shall mean any reasonable expenses incurred in connection with this Agreement

in the category of: local travel from Weidenhammer facilities or travel and subsistence expenses in the event the services are to be performed at Licensee's site.

5.5 Bankruptcy. Failure by Licensee to assert its rights to retain benefits to the intellectual property encompassed by the Software under provisions of the United States Bankruptcy Code will not be construed by the courts as a termination of this Agreement by Licensee pursuant to 11 U.S.C. 365(n)(1)(A).

5.6 Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Licensee may not assign this Agreement without the prior written consent of Weidenhammer which shall not be unreasonably withheld or delayed.

5.7 Third-Party Beneficiaries. Weidenhammer and to the extent that the software of any entity including but not limited to Weidenhammer and Oracle is incorporated into and used with the Software, are intended third party beneficiaries of this Agreement.

5.8 Status. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer — employee, master-servant, agency, joint venture, partnership, affiliation, association, or other relationship between Weidenhammer and Licensee.

5.9 Entirety. The provisions contained in this Agreement set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.

5.10 Modification. This Agreement may not be modified or amended except by written agreement signed by both parties.

5.11 Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

5.12 Attorneys' Fees. The prevailing party in any action to construe or to enforce this Agreement will be entitled to payment by the other party of its reasonable attorneys' fees and costs incurred in the preparation, prosecution and appeal of such action. The recovery of attorneys' fees and costs will be in addition to any other injunctive relief or judgment obtained.

5.13 Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, such finding will not affect the validity or enforceability of the other terms and conditions hereof.

5.14 Waiver. Failure of either party to enforce the provisions of this Agreement or the failure to require the performance by the other party of any provision hereof will not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

5.15 Injunctive Relief. Each party recognizes the unique nature of computer software, information protected under confidentiality and privacy laws, and the intellectual property rights associated therewith. Accordingly, each party acknowledges the other party's right to immediate injunctive relief in case of any breach of this Agreement, in addition to any other remedy which may be available, at law or in equity.

5.16 Authority. Each party and the individual executing this Agreement on behalf of such party, individually, represent that such individual is authorized to sign this Agreement on behalf of the party that he or she represents and that all necessary authorization and approvals have been obtained for such party to enter into this Agreement, that this Agreement does not violate any agreement, applicable statute or regulation or other restriction upon the conduct of the party and is binding upon and enforceable against the party in accordance with its terms.

5.17 Indemnification. Weidenhammer will indemnify, hold harmless and defend the Licensee against any claim that the Software infringes any patent, copyright, trade secret or other intellectual property right of a third party in existence as of the date of this Agreement. Licensee will promptly notify Weidenhammer of any such claims and agrees to assist Weidenhammer in the defense thereof.

5.18 Hold Harmless. Licensee holds harmless and indemnifies Weidenhammer, its employees, officers, shareholders and directors, from any claims and costs, fees and expenses thereof whatsoever arising against Weidenhammer as a result of a breach of this Agreement by Licensee or a violation by Licensee of applicable law. Weidenhammer holds harmless and indemnifies Licensee, its Board of Education, and its employees and officers from any claims and costs, fees and expenses thereof whatsoever arising against Licensee as a result of a breach of this Agreement by Weidenhammer, or a violation by Weidenhammer of applicable law, or for any injury or loss arising from this Agreement.

5.19 Force Majure. Neither party shall be responsible for, or shall be deemed to have breached this Agreement by reason of delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to: an act of God; an act of war; riot; an epidemic, fire, flood or other disaster; an act of government; a strike or lockout; a communication line failure, power failure, or failure of the computer equipment or non-Weidenhammer developed software.

5.20 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

END OF SCHEDULE D – DEFINITIONS AND GENERAL PROVISIONS

EXHIBIT 1

alio SUBSCRIPTION COST QUOTATION
December 19,2017

Hosted by WSC

Estimated Total Student Population: 2,630

	Subscription Fees	Services	
alio Financial Accounting System	$6,095	$10,240	
Bank Reconciliation	*	included	
Budget Preparation	*	included	
General Ledger	*	included	
Purchasing	*	included	
Accounts Payable	*	included	
Accounts Receivable	$1,214	$320	
Fixed Assets	$1,214	$2,240	
alio HR / Payroll	$5,870	$11,200	
Salary Admin & Position Control	$1,785	$4,060	
Employee Service Portal (ESP)	$1,785	$3,600	
alio State Reporting	$3,476	$2,880	
SUBSystem	$4,290	$4,000	(11)
Time Clock Interface	*	included	
Subcaller Interface	*	included	
alio CAPTURE	$2,316	$6,080	(8)
Total Subscription Fees & Services	$28,046	$45,520	

	Licensing Fee	Annual Support	Services	
ORACLE	$11,844	$2,329	$1,500	
1 ORACLE Database Std Edition Two				(4)
1 ORACLE Forms and Reports Only				(6)
alio Intelligence	$6,668	$1,000	$4,000	
HOSTING SERVICES				
Hosting Services		$13,645	$1,500	(12)
Implementation Management- 48 Hours			$9,600	
File Conversion - see details below			$10,000	(10)
QUOTATION TOTAL	$18,311	$45,020	$72,120	
RFP Incentives (25% discount on Annual Subscription & reduced hourly rate on professional services)		$11,255	$3,606	
Net Quotation	$18,311	$33,765	$68,514	

QUOTATION SUMMARY

Annual Support & Subscription Amount	$33,765	
Upfront Third-Party Software Fees	$18,311	
		See Attached Payment Plan
Upfront Services	$68,514	
Tax	$0	
YEAR 1 TOTAL INVESTMENT	**$120,590**	

YEARS 2 & 3 ANNUAL SUBSCRIPTION & SUPPORT	$33,765
	Plus 2-3%
YEAR 4 AND FORWARD ANNUAL SUBSCRIPTION & SUPPORT	$33,765 increase

Prices quoted per version 8.22, of the Weidenhammer alio pricer

Prices quoted herein are firm for 90 days and subject to terms and conditions of applicable Weidenhammer Systems and vendor agreements. Pricing for additional years of support may be obtained by contacting your sales rep.

(2) Total Year One investment includes products and services required for implementation, consulting, training, etc. The costs shown do not include actual expenses (see (9) below). System setup and installation includes configuration of the database(s) as well as loading of the application software on the server(s). Training is calculated for a maximum of ten (10) participants per class. An additional $75 will be charged for each additional participant per class.

(4) Oracle Database Server quoted above includes the shown quantity of Database Standard Edition Two licenses.

Oracle Database licenses are application specific, full use licenses for unlimited users.

Oracle Database Standard Edition One server cannot be capable of more than 2 processors per server

(6) Oracle Application Server quoted above includes the shown quantity of Oracle Forms and Reports Only licenses.

Oracle Application servers cannot be capable of more than 2 processors per server

Oracle licenses are required for EACH CPU. If your organization already owns Oracle Full Use license(s) for the Database and/or Application Server(s), the Oracle license fees and related annual support costs shown may be either reduced or eliminated

(8) alio CAPTURE includes the following pre-defined output templates: One accounts payable check, One Payroll check, One Direct Deposit Notice, One Purchase Order, One W2, and One 1099 no additional cost. Any form design beyond these is a billable service. Contact Weidenhammer for quotes.

(9) Out-of-pocket expenses are included in the pricing above.

(10) See attached document for conversion details. Prices shown for this conversion include the following data:

Financial Accounting System

Human Resource System

(11) Prices shown to interface alio sub-systems with existing customer applications include only basic application software licensing and support. Prices do NOT include programming required to create compatibility of these sub-systems to existing customer applications. This additional pricing will be provided and added to this quotation following detailed research, analysis, and design documentation

(15) The services proposed represent our best estimate for success. The actual itemized estimates of implementation management or services for each item such as but not limited to conversion or training or travel expenses may be reassigned or reallocated as the project is executed.

However, our goal is use the total services for the best success of the project and to have all required service related cost not to exceed the estimated services and services related totals that are proposed.

Purchase orders for licensing and other	**Purchase orders for all professional services**
$58,726 Weidenhammer	$81,864 Computer Management Technologies
935 Berkshire Blvd.	731 Gratiot Avenue
Wyomissing, PA 19610	Saginaw, MI 48602
Attention: Jane Lewis	Attention: Jeanine Luplow
Fax 610-396-4820	Fax (989) 791-4928

North Hunterdon Voorhees Regional School District

Payment Plan

Hosted by WSC

	Fiscal 17-18 (Payment Due 30 of Contract-Assuming Feb 2018)	Fiscal 18-19 July Payment	Fiscal 19-20 July Payment	Fiscal 20 & Beyond July Payment
Annual Subscription/ Support Fees - alio Applications - Oracle Database - alio Intelligence - Hosting	$14,069 (Prorated)	$33,765	$33,765	$33,765
Implementation Services ($68,514/ 3 fiscal yrs) - Data Conversion - Training - Consulting - Implementation Management	$22,838	$22,838	$22,838 Or Actual	$0
One-Time License Fees	$18,311	$0	$0	$0
Total Annual Cost	**$55,218**	**$56,603**	**$56,603**	**$33,765**

Notes:
- All business related travel expenses are included.
- Above WSC Hosting includes Nightly Backup, Program Updates and Disaster Recovery Services

EXHIBIT 2

alio System Servers

The information in this Exhibit 2 is to be provided to WEIDENHAMMER at the address specified in paragraph 8.12 of this agreement upon installation or change of the following server platforms.

alio Oracle Database Server – can be a platform capable of supporting up to a maximum of four CPUs, with the number of CPUs specified below actually installed:

Make	Model	No. of Processors
_____	_____	_____

alio Oracle Application Server – total number of cores installed in this server platform must be limited to the number below:

Make	Model	No. of Processors	No. of Cores
_____	_____	_____	_____

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EXHIBIT 3

ORACLE SOFTWARE LICENSE(S)

Unlimited Users, Two CPUs, Oracle Standard Edition Database, Application Specific Full Use License

Unlimited Users, Two CPUs, Oracle Forms and Reports Application Server, Application Specific Full Use License

EXHIBIT 4

DATA CONVERSION SERVICES
STATEMENT OF WORK

The Data Conversion includes Specified Data from Licensee current system be converted to **alio®**. This process requires work from both Licensee and Weidenhammer. It is the Licensee responsibility to do the following:

1. All months to be converted must be in balance and closed
2. Extract data from Licensee current software, format it correctly and populate the import templates provided by Weidenhammer
3. Once data is submitted to Weidenhammer for conversion, the current system is locked down with no new transactions. Any emergency transactions created during this time must be manually entered into **alio** by Licensee
4. Licensee is responsible for verifying the converted data is correct
5. During payroll conversion and parallel run, Licensee must enter data in both their current and **alio** systems

Weidenhammer will run conversion programs to convert the Licensee data provided in the templates to **alio**. Weidenhammer responsibilities include:

1. Provide Licensee import templates
2. Import Licensee data into **alio**
3. Convert data
4. Test data at a summary level to:
   a. Verify that encumbrances are in balance
   b. Verify budget balances
   c. Verify that funds are in balance
   d. Research potential problem areas such as checks voided in a prior year
5. Recommend areas for review by Licensee and possible correction

Finance Conversion
Finance conversions include current fiscal year plus 1 year of history for the following files/tables: vendor master, chart of accounts, transactions, purchase orders, customers, payments, cash receipts, invoices, beginning budget amounts, adjusted budget amounts, and YTD balances.

Human Resources / Payroll Conversion
Human Resources/Payroll conversions include current fiscal year and 1 additional calendar year for the following files/tables: Payroll – Employee address, dates, locations, deductions/benefits, jobs, pays, leave codes and plans, leave balances, bank information, deduction/benefit plans, earn/job codes, and payroll check history. Human Resources – Employee education, certification, experience, and emergency information.
Scope of Work

It is the Licensee's responsibility to extract data from their current software, format it correctly and populate the import templates supplied by Weidenhammer. This process is done by Licensee personnel. Weidenhammer will assist with questions regarding the data in the templates to help ensure that the data is in the correct format. Data errors will be corrected by Licensee.

Assistance from Weidenhammer consultants to populate the templates with Licensee data is not included in the price quoted and would generate additional charges.

After the data is imported into the alio database, Weidenhammer will test the data at a summary level and identify areas for investigation. It is the Licensee's responsibility to verify that the data is correct. This process normally will take 2 or more days and may involve multiple district staff members.

Anything not listed in this Statement of Work is out of scope and not included in the data conversion.