



Software License, Implementation, and SaaS Agreement

This Master Purchase Agreement, contract number 4335, between **Southern Lehigh School Dist. of 5775 Main St, Center Valley, PA 18034** ("Purchaser") and N. Harris Computer Corporation of 2540 Warren Drive, Suite A, Rocklin, CA 95677 ("Harris") confirms the purchase of the following Software Products, Annual Support and Maintenance, Professional Services, and/or Hardware as listed below. This Master Purchase Agreement will expire unless signed and submitted by July 27, 2012.

ETRITION CLOUD SOLUTION(S)

PRODUCT NAME	QTY	ANNUAL SUBSCRIPTION FEE
PLSS100:POS Site License w/1 Serv Line (Per Site) Annual Subscription Fee, per Serving Location. Includes eTritition Central, Free/Reduced Application, POS Management, POS Reporting, One Serving Line and Live Vault Backup	6	\$3,330.00
PLSS101:POS Serving Line (Per Serving Line) Annual Subscription Fee, per Each Additional Serving Line	5	\$1,517.50
PLSS000:SaaS Hosting Annual hosting fee, per license	11	\$2,145.00
TOTAL ANNUAL SUBSCRIPTION FEE FOR CLOUD SOLUTIONS		\$6,992.50

PROFESSIONAL SERVICE(S)

DESCRIPTION	QTY	PRICE	ESTIMATED PRICE
PSRS100: Remote Services, hourly DATA MIGRATION-INSTALLATION Remote Services, hourly (services are estimated - if additional time is needed, it will be invoiced in 15 minute increments at the hourly rate)	8	\$150.00	\$1,200.00
PSOS100:On-Site Services, Hourly TRAINING (3 days)Onsite services; (services are estimated - if additional time is needed, it will be invoiced at the current hourly rate).	18	\$150.00	\$2,700.00
TOTAL PROFESSIONAL SERVICE(S)			\$3,900.00

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred.

HARDWARE

DESCRIPTION	QTY	PRICE	EXTENDED PRICE
HWJS635:Serving Line PC; 1.8 Ghz w/POSReady 7 1.8Ghz Dual Core Atom,2GB RAM; 16 GB SSD	6	\$1,499.00	\$8,994.00
TOTAL HARDWARE			\$8,994.00

SUMMARY

ESTIMATED DELIVERY CHARGE (Ground)**	\$0.00
TOTAL ANNUAL SUBSCRIPTION FEE	\$6,992.50
TOTAL PROFESSIONAL SERVICES	\$3,900.00
TOTAL HARDWARE	\$8,994.00
TAX**	\$0.00

GRAND TOTAL:	\$19,886.50
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**This Agreement excludes freight, state, local, and federal taxes. These are due and payable by the Purchaser where applicable.

OPTIONAL PROFESSIONAL SERVICE(S)

CIRCLE BELOW	DESCRIPTION	QTY	RATE	ESTIMATED PRICE
Accept or Decline	PSOS100:On-Site Services, Hourly Additional On-site Services if a Technician is requested for each school go live. (services are estimated - if additional time is needed, it will be invoiced at the current daily rate)	24	\$150.00	\$3,600.00

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred.

AGREEMENT TERMS AND CONDITIONS:

This SOFTWARE LICENSE, IMPLEMENTATION AND SaaS AGREEMENT the ("Agreement"), as of the Date in Section 19 the ("Effective Date"), governs the purchase of Subscription Fees, Professional Services, and Hardware the ("Products").

1. Definition

(a) Change Order means any written documentation between the Purchaser and Harris evidencing their agreement to change particular aspects of this Agreement.

(b) Confidential Information means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.

(c) Documentation means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Products or used in conjunction with the Products, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Products are provided to the Purchaser.

(d) License means the non-exclusive license granted to the Purchaser pursuant to Section 2 hereof, to access and use the Software Products through SaaS.

(e) SaaS, or Software as a Service, means a software delivery method that provides access to software and functions remotely as a Web-based service.

(f) Software Product(s) means the computer programs explicitly listed above in the section titled "Software Products".

(g) Source Code of the Software Products means the software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software Products in sufficient detail to enable a trained programmer through study of such documentation to

maintain and/or modify the Software Products without undue experimentation.

(h) User means an individual authorized by the Purchaser to use the Software Products through SaaS.

2. Grant of License

Subject to the terms and conditions of this Agreement, Harris hereby grants to the Purchaser a personal, nonexclusive, non-transferable right and license (a) to use and access the Software Products on an annual subscription basis solely via SaaS and in accordance with the Documentation and (b) to use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software Products.

3. Payment Terms:

Order will be processed with the return of the signed Agreement.

The Annual Subscription Fees for Software Products shall be invoiced the date SaaS Services become available to the Purchaser and due thirty (30) days from the date of invoice. Lapsed payments will be monitored and may lead to denial of support and termination of Licenses, provided however; that Harris has provided the Customer with written notice of any such lapse and Customer has had the opportunity to cure any such lapse within thirty (30) days of such notice.

Professional Service Fees and any applicable travel and lodging expenses, shall be billed monthly as the work is performed and due thirty (30) days from the date of invoice.

Hardware Fees shall be invoiced upon delivery of Hardware to Purchaser and due thirty (30) days from the date of invoice. Harris hereby reserves a purchase money security interest in all Hardware delivered to Purchaser in accordance with this Agreement until payment in full is received for all Hardware delivered to Purchaser, and for that purpose this Agreement shall be a security agreement.

4. Term of License:

The License granted hereunder shall be effective on the date SaaS services becomes available to the Purchaser and shall continue in effect for five years, (the "Initial License Term"). After the Initial License Term, the license shall be automatically renewed for successive one (1) year periods ("Renewal Terms") upon payment of the Annual Subscription Fees.

5. Restrictions on Use:

- (a)** Except as expressly provided herein, the Purchaser may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Harris.
- (b)** No license is granted to the Purchaser under this Agreement for the Source Code to the Software Products. The Purchaser agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software Products or attempt to otherwise convert or alter the Software Products into human readable code. The Purchaser further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software Products.
- (c)** The Purchaser may duplicate Documentation, at no additional charge, for the Purchaser's use so long as all required proprietary markings are retained on all duplicated copies.
- (d)** No third party, other than duly authorized agents or employees of the Purchaser authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software Products.
- (e)** The Purchaser acknowledges that the Software Products contain proprietary and confidential information of Harris which shall, at all times, remain the property of Harris. Through the grant of Licenses pursuant to Section 2, the Purchaser is only entitled to use of the Software Products in accordance with the terms of this Agreement. The Purchaser will take the same care to safeguard the Software Products as it takes to safeguard its own confidential

information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

6. SaaS Services:

(a) Harris shall provide all facilities, equipment, software and services required to operate the Software Products, provide secure access to Purchaser's Users, and store all data entered and maintained by Purchaser's Users through use of the Software Products. Equipment, in this context, shall not be confused with computers, network and associated equipment at Purchaser's facility and elsewhere, which is used by the Purchaser's Users to access the internet, all of which is supplied by Purchaser and/or Purchaser's Users.

(b) Harris shall provide access to the Software Products to Purchaser's Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, subject to scheduled periods of non-availability as described below.

Availability and Uptime:

i. Availability of SaaS is defined as when the Software Products and Purchaser's data are operational and accessible via a public internet connection. SaaS shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Software Products. SaaS shall be deemed available, even if it is not accessible by the Purchaser, if the inaccessibility is due to Purchaser's network infrastructure, its connection to the internet, or an internet failure beyond the control of Harris.

ii. Uptime is defined as the percentage of total time that SaaS is either available or in scheduled downtime. Uptime is calculated as the sum of available time plus scheduled downtime divided by total time, then expressed as a percentage. Specific Service Level Objectives relating to Uptime are as follows:

1. Routine scheduled downtime shall not exceed four (4) hours per month, averaged over twelve (12) months.
2. Harris shall notify Purchaser a minimum of seven (7) calendar days prior to any period of scheduled downtime.
3. Harris reserves the right to schedule downtime for emergency situations with less than seven (7) advance calendar days' notice.
4. Uptime shall be at least ninety-five percent (95%) calculated on an annual basis.

Harris shall take prudent measures and shall make reasonable and best efforts to achieve the Service Level Objectives described herein.

(c) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software Products. Purchaser, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Products.

7. Delivery Schedule:

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

8. Data Conversion:

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical conversion includes information such as names, addresses, and phone numbers. Only information explicitly listed in this document will be converted. Initial cost estimates for

conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the Professional Services rate quoted above.

9. Forms:

Purchaser agrees to use standard forms unless otherwise indicated. If Purchaser does not order forms from Harris, forms must be approved by Harris before ordering. A Change Order may be issued to Purchaser by Harris for any report modifications, which will be billed at the rate of one hundred-seventy five dollars (\$175) per hour.

10. Professional Services:

Additional Professional Services are available on-site or via the telephone. Telephone work is billed at the rate of one hundred-fifty dollars (\$150) per hour. On-site work is billed at the rate of six hundred-twenty five dollars (\$625) per day plus travel, lodging and per diem expenses. Professional Services performed one year or more from the date of this Agreement will be billed at the then current Harris rate. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any Professional Services on a Saturday there is a five hundred dollar (\$500) surcharge.

Professional Services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

11. Travel and Lodging Expenses:

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars (\$50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the Purchaser's office on a holiday, one hundred dollars (\$100) per day will be charged to cover meals and incidentals. Harris reserves the right to change the rates charged for reimbursable for meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

12. Performance by Purchaser:

(a) Co-operation by Purchaser -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser's and its staff and agrees to act reasonably and co-operate fully with the Harris to achieve the Completion of Services.

(b) Required Programs -- The Purchaser acknowledges that if the use of the Software Products requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein.

The Purchaser further acknowledges that the operation of the Software Products requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Purchaser shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer:

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Products will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Products currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Purchaser pursuant to this Agreement was manufactured and delivered to Purchaser by a third party manufacturer and Harris is reselling it to Purchaser. As such, Purchaser makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Purchaser has with respect to the Hardware shall be solely provided by the manufacturer(s).

14. Limitations on Liability:

PURCHASER AGREES THAT HARRIS' LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED THE CHARGES HEREUNDER PAID BY PURCHASER TO HARRIS. PURCHASER FURTHER AGREES THAT HARRIS WILL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY DAMAGES, LOST PROFITS, FAILURE TO REALIZE ANTICIPATED SAVINGS, DATA LOSS, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, ECONOMIC LOSS OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EXCEPT A CLAIM FOR PATENT OR COPYRIGHT INFRINGEMENT WITH RESPECT TO LICENSED SOFTWARE.

15. Change Order Process:

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Products delivered, any Professional Services rendered and travel and lodging expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Professional Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of Professional Services. If additional Professional Services are required because the Purchaser was not adequately prepared for the on-site Professional Services, Harris will provide a Change Order to the Purchaser for the additional Professional Services.

17. Hardware:

Purchaser may return Hardware within thirty (30) days of receipt of Hardware only if Hardware is in original packaging and in original condition. All returns are subject to approval and a fifteen percent (15%) restocking fee will be charged to the Purchaser for each item returned. Purchaser will pay all shipping charges related to returned Hardware.

18. Governing Law; Venue:

This Agreement shall be governed by the substantive and procedural laws of Allentown, PA. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Allentown, PA in any dispute arising out of or related to this Agreement.

19. Shipping Address:

Account Name: Southern Lehigh School Dist.

Shipping Contact:

Address: 5775 Main St
Center Valley, PA 18034

Telephone:

20. Acknowledge of Purchase:

By the signing of this Agreement in the space provided below, the parties acknowledge their acceptance of the purchase and agree with the terms of this sale as set forth above.

Purchaser: **Southern Lehigh School Dist.**

By: _____ Date: _____

Title: _____

Master Purchase Agreement Prepared By:

Contact: Andy Savitt
N. Harris Computer Corporation
Telephone: (916) 577-2900 x234
Fax: (316) 494-6301
Email: asavitt@harriscomputer.com

Additional Information: None of the information provided below is intended, nor may it be interpreted, to vary or

modify in any way the terms and conditions, including prices, contained elsewhere in this Agreement or in the applicable Terms and Conditions established at <http://support.harriscomputer.com>.