



SaaS Agreement (the "Agreement")

DISCLAIMER: UNLESS A SEPARATE AGREEMENT IS IN PLACE, THIS AGREEMENT TAKE PRECEDENCE

This Agreement is entered into in accordance with the date of the approved Order Form (the "Effective Date") by the Customer Name listed in the same Order Form ("Customer") and N. Harris Computer Corporation, part of Harris Education Solutions of 2429 Military Road, Suite 300, Niagara Falls, NY 14304 ("Vendor").

1. **Definitions.** As used herein, the following capitalized terms shall have the following specified meanings:

- (a) "Agreement" shall mean this Student Information System Service agreement and appropriate modifications and amendments thereto.
- (b) "Student Data" shall mean the individual information inputted by the Customer into the Services Provider's Student Information System.
- (c) "Student Information System" shall mean a full-featured pre-k through 12th-grade system, or specific modules as defined in the proposal that provides daily student records processing capabilities which are accessible to the Customer and its authorized employees through workstations.
- (d) "Confidential Information" shall mean the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party's respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, strategic alliances, plans, reports, analyses, studies, models, marketing materials or any other secret or confidential work, knowledge, know-how, trade secret, or business information of each Party or its respective affiliates. "Confidential information" also includes all mail, records, files, input materials, reports, forms, and other data received, collected, provided to, data processed, used or stored by Customer pursuant to this Agreement, including non-public personnel information and student data. Confidential information shall not include information available by law to the public and information independently developed by either Party;
- (e) "Force Majeure Event" shall mean any act of God, war, civil commotion, terrorist activity, embargoes, strikes, epidemics, fires, cyclones, earthquakes, hurricanes, droughts, floods, labor, or production breakdown or any governmental law, regulation, order, request, instruction or injunction, or any other cause, whether or not similar to the foregoing, or beyond the reasonable control of any party hereto;

2. **Term.** This Agreement commences on the Effective Date and continues until all Order Forms have expired or have been terminated. In accordance with State Law, the Customer may renew this Agreement with notice to the Services Provider 90 days prior to the expiration of the Term or any renewal Term. Services Provider shall within 30 days of receipt of the Customer's renewal notice advise Customer of its consent to the renewal of the Agreement, without which the Agreement shall expire. Upon expiration of the Term, any extension thereof, or termination of this Agreement by either party upon 60 days written notice to the other party, Customer shall not have access to the Student Information System and Services Provider shall have no further obligation to the Customer except the return of student data.

3. **Payment Terms.**

The Annual Subscription Fee will be due at the start date of the Initial Term and each Renewal Term and is non-refundable*.

- Payment for the Annual Subscription Fee shall be due and payable thirty (30) days from date of invoice.



- Professional Services Fees stated above, and any applicable travel and lodging expenses, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

*If your agreement includes a multi-year structure and you decide to end the term in accordance with Section 2. Term, we reserve the right to charge a penalty of 30% of the year(s) that were not executed.

Payment Submission:

- Payments are to be submitted to PO BOX 74008484, Chicago, IL 60674-8484.
- To make a credit card payment under \$5,000 (US-based clients), please phone Cindy MacDevin at 902-812-2667 with a credit card and invoice details.
- If your district is to be exempt from taxes, please send your exemption certificate to the address above or email it to ar_hes@harriscomputer.com

4. **Default by Customer.** Should Customer fail to pay or perform any financial or other obligation hereunder, including the obligation to pay any invoice submitted by Services Provider to Customer within the time period mandated hereby, the Services Provider shall have the right (a) to accelerate all unpaid sums due hereunder and initiate collection litigation against Customer ; (b) to terminate any and all services hereunder and all further obligations of Services Provider to Customer hereunder, which termination shall not exclude Customer from its obligation to observe other provisions of this Agreement and/or; (c) shall have all of the rights available for Services Provider in either law or equity.
5. **Restrictions on Use**
- a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Vendor.
 - a) Customer shall not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
 - a) Customer shall not make the Software Services available to, or use any of the Software Services for the benefit of, any third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 5 hereunder.
 - a) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets.
 - a) Customer shall not access the Services, or provide the results of using the Services, in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; (iii) allow access to the Services to any competitor of Vendor; or (iv) for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
 - a) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; (v) includes unsolicited bulk e-mails, advertisements or solicitations; or (v) that is otherwise infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.



- a) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
 - a) Automated Access and AI Restrictions. Customer shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Services, its outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the Services; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. Customer is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.
 - a) In addition to its termination rights under Section 16, Vendor may restrict or limit Customer's access to the Services if Vendor determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein. Vendor will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will only restore Customer's access after Vendor has assurance, in its discretion, that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Vendor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Vendor determines are either in violation of this Agreement or any applicable laws, or pose any risk of any kind or nature to Vendor or its service provider's network, business or other customers.
 - a) Furthermore, in respect of the hosting environment, the Customer agrees that it may not and nor may it attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works related to the hosting environment, (b) reverse engineer, disassemble, or decompile anything available or that forms part of the hosting environment or apply any other process or procedure to derive the source code of any software included in the hosting environment, (c) access or use the hosting environment in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the hosting environment.
 - a) Automated Access and AI Restrictions. Customer shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Services, its outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the Services; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. Customer is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.
6. **Responsibilities of Vendor.**
- (a) This Agreement shall constitute a license for the Customer to use Services Provider's Student Information System during the term of this Agreement.
 - (b) Services Provider shall provide to Customer user training, customer support, planning sessions and assistance in designing security procedures for system data integrity. Services will be provided as further described in Schedule "C", and "D".
 - (c) Services Provider shall establish and maintain a Disaster Recovery and Restore Program for normal shutdowns and those resulting from a Force Majeure Event. A back-up system will be designed to recover all data, including without limitation, all student data in Services Provider's Student Information System.
 - (d) Services Provider shall use all student data in strict compliance with instructions provided by the Customer. Services Provider shall not alter, modify, or change in any way student data provided by the Customer except with prior written authorization by the Customer.
 - (e) Services Provider shall not use the student data or the Customer's Confidential Information for any purpose other than fulfilling Services Provider's obligations under this Agreement. All of the student data is and shall remain the exclusive property of the Customer.

7. **Responsibilities of Customer.**



- (a) Customer shall provide all necessary data as a comma-delimited ASCII or CSV file.
- (b) This Agreement shall constitute a non-exclusive, non-transferable limited license to Services Provider to store and maintain student data on its servers for the sole benefit of Customer and its authorized employees and agents as provided in this Agreement.
- (c) Customer hereby authorizes Services Provider to make copies of student data as may be necessary to perform its responsibilities under this Agreement, including back-up copies for its Disaster Recovery Program.
- (d) Customer agrees to cooperate with Services Provider to ensure that student data in the Student Information System, and all documentation generated for the use of the said system, is compliant with all relevant laws and regulations.
- (e) Customer agrees and recognizes that it is solely responsible for the integrity and accuracy of student data.
- (f) Customer agrees and recognizes that it is responsible for the security of the Student Information System, and that it shall bear all consequences and damages which result from unauthorized use of, or access to the Student Information System by district employees, students, or through compromising security information controlled by the district.

8. **Ownership.** All rights, including property, title, interest and ownership in and to student data, the Student Information Site, and Customer's Confidential Information are hereby acknowledged as retained by the Customer ;

9. **Warranties and Representations of Services Provider.** The Services Provider does hereby warrant, represent, covenant, and agree as follows:

- (a) Services Provider is a duly constituted business entity that possesses the full power and authority to enter into this Agreement and perform its responsibilities hereunder;
- (b) Services Provider has full power and authority to use the Student Information System software as contemplated by this Agreement;
- (c) Services Provider has no knowledge of any claim of infringement for any product, services or software used or provided by Services Provider under this Agreement;
- (d) Services Provider will comply with all applicable federal, state, and local laws in the performance of its obligations under this Agreement;

10. **Warranties and Representations of Customer.**

- (a) Customer is a duly constituted governmental entity that possesses the full power and authority to enter into this Agreement and perform its financial and other responsibilities hereunder;
- (b) Customer has obtained all resolutions, consents, and approvals that are required in order for the Customer to execute and deliver this Agreement and perform its financial and other obligations hereunder;
- (c) Customer has complied with all state laws and regulations relative to the procurement of this Agreement;
- (d) The performance by Customer of its financial and other obligations hereunder do not conflict with Customer's constituent documents or otherwise conflict with or be in violation of any indenture, loan agreement, covenant, condition, order, agreement or other obligation to which the Customer is a party or is otherwise bound;

11. **Confidential Information.**

- (a) Both parties agree not to disclose any Confidential Information as defined by this Agreement.
- (b) Both parties will advise and cause its affiliates and employees, administrators, board members, directors, officers, accountants, attorneys, representatives, and agents who have access to Confidential Information not to use or



disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement, and any such use or disclosure shall be in compliance with the restrictions contained within this Agreement.

- (c) Each party agrees to use Confidential Information of the other party solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other party. The limitations set forth in paragraph 11 below shall not apply to disclosure requests required by law, regulation or order of a Court or regulatory agency or other authority having jurisdiction thereof.
- (d) In the event that any party hereto becomes legally compelled to disclose any of the Confidential Information or take any action prohibited by this Agreement, the party so legally compelled will provide the other party with notice for the purpose of enabling the other party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within 30 calendar days of such written notice to the other party, the party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such parties counsel, legally required, and will exercise reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- (e) This section shall survive the termination of this Agreement.

12. Limitations on Liability and Indemnification.

- (a) Customer agrees to defend, at its own expense, and indemnify and hold harmless Services Provider and its agents and employees from and against any claims, suits, damages, and expenses asserted against or incurred by Services Provider arising out of or relating to (a) Customer's acts, omissions and/or breach of its obligations hereunder; (b) Customer's misuse of data or services provided; (c) use of any services or related products and documentation provided to Customer hereunder and; (d) Customer's provision of Services Provider's products, system, or service to any third party including without limitation, damages resulting from unauthorized use of, or access to the Student Information System. Notwithstanding any provision to this Agreement, Customer shall pay all damages, settlements, expenses, costs, including costs of investigation, court costs, and reasonable attorney fees and costs incurred by Services Provider as set forth in this paragraph including without limitation reasonable attorney fees and costs incurred in enforcing this Agreement.
- (b) Except as specifically set forth in this Agreement and the Agreement Schedules, Services Provider makes no warranties, express or implied, as to any services, related product or documentation. Services Provider specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third-party rights.
- (c) Neither party shall be liable to the other for any other indirect, consequential exemplary, special, incidental or punitive damages, including without limitation loss of use or loss of business, revenue, profits or good will arising in connection with this Agreement, the services, system, related products, documentation and/or the intended use thereof, under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages.
- (d) Without limitation of the provisions above, the total liability of Services Provider to Customer in connection with this Agreement shall be limited to the lesser of (a) direct damages proven by Customer or (b) the aggregate amounts paid by Customer or Services Provider under this Agreement for the one-month period prior to the accrual of such cause of action for the specific product or service which forms the basis of such cause of action.



The foregoing limitation applies to all causes of actions and claims, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

- (e) Each party agrees to indemnify and hold harmless the other party and the affiliates, directors, officers, employees, agents, and advisors of such other party from and against all damages and losses, costs and expenses incurred as a result of the failure of such party or its representatives to perform its confidentiality obligations as contained in this Agreement;
- (f) Customer acknowledges and accepts responsibility for the distribution of any and all security measures and releases Services Provider from liability for the misuse or unauthorized release or distribution of privileged and confidential student information.
- (g) Services Provider is not liable for misuse of the Student System or any other services rendered and is not liable for incomplete or erroneous data provided by Customer or any of its agents.
- (h) Customer acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. No cause of action under any theory which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either party against the other.

13. **Public Disclosure.** The parties shall not publish or otherwise disclose the terms and conditions of this Agreement or the circumstances relevant to its termination without the written consent of the other party except as required by law or a Court of Competent Jurisdiction.

14. **Security.**

- (a) Services Provider shall restrict access to the Student Information System and student data to only those parties whose access is necessary for the performance of the services contemplated by this Agreement.
- (b) Services Provider shall maintain appropriate administrative, technical and procedural safeguards to ensure the security and confidentiality of the student data, to protect against any anticipated threats or hazards to the security or integrity of student data, and to protect against any unauthorized access or use of student data which could result in substantial harm or inconvenience to the Customer.
- (c) Services Provider shall adhere to all federal and state privacy and protection laws and regulations applicable to the gathering, processing, storing, and transmitting of student data.
- (d) Services Provider exercises no control over and accepts no responsibility for the content of the student data inputted by Customer. Services Provider specifically denies any responsibility for the accuracy or quality of the information inputted into Services Provider's Student Information System. Use of any information obtained from the system is at Customer's own risk.

15. **Relationship Between the Parties.**

- (a) Services Provider is an independent contractor and neither Services Provider nor its employees are or shall be deemed for any purpose to be the employees of the Customer .
- (b) Customer shall not be responsible to Services Provider, Services Provider's employees, or any governing body for any payroll taxes related to the performances of services under this Agreement.
- (c) Nothing contained herein shall be construed as a joint venture or shall make one party the agent of the other.

16. **Notices.** All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon the first business day after sending by email. Notices to Vendor shall be addressed to Schools_SIS_Contracts@Harriscomputer.com. Or Diva Carolina Mayeau (Executive Vice President) at dmayeau@harriscomputer.com. Notices to Customer shall be addressed to the relevant Customer email provided on the Order Form.



17. **Affirmative Action:** The parties to this contract agree to incorporate into this contract the mandatory language of section 3.4A of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.4A provided that said subsection shall be applied subject to the terms of subsection 3.4(c) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

The Services Provider shall execute the Affirmative Action Agreement, Exhibit "D" attached hereto, which shall be incorporated herein by reference.

18. **New Jersey Business Registration Requirements:**

The purpose of this provision is to incorporate into the Agreement the contractual language required by P.L. 2004, c.57. The Services Provider shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Services Provider.

Before final payment on the Agreement is made by the Customer, the Services Provider shall submit an accurate list and the proof of business registration of each sub-contractor or supplier used in the fulfillment of the Agreement or shall attest that no subcontractors were used.

For the term of the Agreement, the Services Provider and each of its affiliates and a subcontractor and each of its affiliates [(N.J.S.A. 52:32-44(g)(3))] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act of all sales on tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C52:32-44 et al) or Subsection e or f of Section 92 of P.L.1997, c.110 (C5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

19. **Assignment:** Neither party may assign its obligations under this Agreement without the written consent of the other party except that the Services Provider may assign its rights and obligations under this Agreement to a parent, subsidiary, affiliate or in the event of a reorganization, merger or sale of a business unit or majority stock ownership, without the consent of the Customer .

20. **Entire Agreement, Amendment.** This Agreement and Schedules A, B, and C attached hereto and made a part hereof constitute the entire Agreement by and between the parties hereto and supersedes and replaces all previous understandings and agreements whether written or oral, which may have existed between the parties hereto. This Agreement may only be modified by a subsequent written instrument which shall be executed by both parties hereto,



provided that if Services Provider has assigned, hypothecated or granted a security interest in this Agreement to a third party, then this Agreement may only be modified and amended with the express written approval and consent of the parties hereto along with said third party.

21. **Partial Invalidity.** Should any provision of this Agreement be deemed invalid, illegal or unenforceable in any respect, then said provision will be deemed stricken and ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or otherwise affecting the continued enforceability of the remainder of this Agreement.
22. **Further Assurances.** The parties hereto agree to execute all documents and take all further actions which might be reasonably requested by the other party in order to better fulfill or evidence the intentions of the parties hereto.
23. **Miscellaneous Provisions:**
- (a) This Agreement shall be construed in accordance with the laws of the State of New Jersey. It is agreed and understood that all disputes arising hereunder shall be adjudicated solely and exclusively in a Court of Competent Jurisdiction located in Ocean County in the State of New Jersey. The parties hereto waive all rights to challenge jurisdiction or to assert any defenses to jurisdiction including the defense of *forum non conveniens*. The parties hereto knowingly and intelligently waive their right to a jury trial of any dispute that might arise hereunder.
 - (b) No provision of this Agreement may be waived absent the express written consent of both parties hereto. The failure of any party hereto to assert any of its rights under this Agreement will not be construed to constitute a waiver of such a provision, nor in any way be deemed to affect the validity of this Agreement or the right of any party hereto to thereafter subsequently enforce its rights and remedies as otherwise provided herein. No express and written waiver of any breach of this Agreement shall be held to constitute a waiver of any other provision hereof.
 - (c) No covenant or obligation hereunder to be performed by Customer may be waived except by the written consent of the Services Provider.
 - (d) Except as otherwise provided herein, this Agreement shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement.



Schedule "A"

Fees and Payment Schedule *

Fees shall be paid according to the Order Form
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* 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. All pricing is exclusive of applicable sales, use or similar taxes. The customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Service in accordance with Section 16(b)(ii) of the Agreement.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or remotely. Additional Professional Services work will be provided in accordance with the following:

Training Services:

Description	Rate per hour
Off-Site/Webinar Training	\$175
On-Site Training	\$225
Travel for On-Site	\$125

Custom Development:

Description	Rate per hour	Notes
Basic Custom Development	\$200	Basic Custom Development might include Report Card, Progress Report, Honor Roll, Final Grade, Transcripts, etc.
Non-Basic Custom Development	\$300	Non-Basic Custom Development included enhancements or offerings not available via roadmap will depend on scope.

Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then-current Vendor Professional Services rates. Helpline support and Support Services do not include training or other Professional Services.



Schedule "B"

Professional Services

Professional Services will be provided in accordance with Schedule "A" and its appropriate quote/proposal.

If services are included, such services will be provided to the district utilizing industry standard methodologies. Vendor's Project Coordinator, Partner Success Manager, and/or appointee will provide further details on our standard onboarding and training methodology during project implementation. They will carry out the responsibilities listed in Section 5. Responsibilities of Service Provider will work with the Customer to carry out their responsibilities as listed in Section 8. Responsibilities of Customer.

Professional services and custom programming are available upon request. If requested, one year or more after the execution date of this Agreement, such services shall be billed at the then-current Vendor Professional Services rates.



Schedule "C"

Support Services

Standard Guidelines

The purpose of this Schedule "C" is to define:

- Vendor' standard Support Services coverage (i.e., the Support Services that are included with the annual recurring Subscription fees listed in Schedule "A"),
- Vendor' call priorities process and escalation procedures when needed, and
- Other relevant Support information.

Vendor reserves the right to make modifications to this Schedule as required; provided, however, Vendor shall only reduce the scope of Support Services provided hereunder with the prior consent of the Customer.

The services listed below are services that are included as part of Vendor Support Services:

- Support via phone 732.678.5142 or email Core: support@realitinc.com and IEP: IEPsupport@realitinc.com
- Software for Life Philosophy: (as long as there is an active subscription)
 - Guaranteed Support on the purchased Software Services for life, and
 - Seamless and cost-effective upgrade solutions to leverage technological advances.
- Technical troubleshooting & issue resolution
- Email support inquiry logging and notification
- Free 24 x 7 online access to Support
- Standard releases and updates:
- Defect corrections (as warranted)
- Planned enhancements.
- State and/or Federal mandated changes (charges may apply depending on scope)
- Release notes

Support Hours

- *Standard Support hours are from 7:30 a.m. to 4:30 p.m. Eastern Standard Time, Monday to Friday, excluding designated company holidays as defined in this Schedule.*
- *Weekend Support is offered in emergencies only.*

Response Times

Vendor uses commercially reasonable efforts to ensure that incoming calls are handled in the order that they are received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

- Priority 1: 1 - 4 hours
- Priority 2: 1 - 8 hours
- Priority 3: 1 - 24 hours

Call Priorities: Defined

In order to address Support inquiries efficiently, Vendor's' Support Services team will collaborate with each Customer to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to



the impact of the incident on a particular customer's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a customer initially contacts our Support Services team about a problem and a trouble ticket is opened, the Customer must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:

Priority	Description	Examples
"Priority 1 - High"	"Priority 1 - High" means a problem has occurred where (i) the Customer's mission critical system(s) are down; or (ii) a substantial portion of the Customer's mission critical data is at a significant risk of loss or corruption; or (iii) the Customer has experienced a substantial loss of service; or (iv) the Customer's business operations have been severely disrupted; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.	• The System or Service is Down or inaccessible • System errors without workarounds • Performance issues of severe nature impacting critical processes
"Priority 2 – Medium"	"Priority 2 – Medium" means a problem has occurred where major functionality is severely impaired. The Customer's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.	• System errors that have workarounds • Performance issues not impacting critical processes • Usability issues
"Priority 3 – Low"	"Priority 3 – Low" means a problem has occurred that has a limited adverse effect on the Customer's business operations or (ii) a minor condition or documentation error that has no significant effect on the Customer's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.	• It does not meet the criteria of a priority 1 or 2. • Product does not work as explicitly documented. • Non-Critical usability issues (e.g., printing). • Enhancement requests.

Call Process

All Support issues or questions must be initiated with a Support call via one of the following channels:

- Phone
- Online Ticketing System and/or
- Email



- All calls must contain at a minimum: organization name, contact person, and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
- All calls are logged into Vendor' support tracking database and users are provided with a call id to track their corresponding issue.
- All calls are stored in a queue and calls are handled on a first call first-response order.
- As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with the call are tracked in Vendor' support database. At any time, if applicable.
- Once a call has been resolved, users receive an automated notification by email that the issue (and associated call) has been closed. The email notification contains the entire event history of the call from the time the call was created and leading up to the resolution of the call.
- If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.
- Users may contact Support Services at their convenience for a status update on any development issues.

Escalation Process

Vendor' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time a user is not completely satisfied with the resolution of their issue, they are encouraged to escalate with Vendor' Support Services organization as follows:

Level 1:	Contact the Support Representative assigned to working on the issue
Level 2:	Contact the Support Team Lead
Level 3:	Contact the Senior Manager of Support Services
Level 4:	Contact the Vice President of Operations
Level 5:	Contact the Executive Vice President of Harris Education Solutions

Holiday Schedule

Below is a listing of Vendor recognized holidays. Please note that Support Services is closed on the designated days as outlined below.

New Year's Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Day after Christmas

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