Software Maintenance
and
Support Agreement
for

RJM Systems, Inc.
1449 Old Waterbury Road Suite 204
Southbury, Connecticut 06488
USA

to
Provide Computer Software and Services

for
Sarasota County Technical Institute
4748 Beneva Road
Sarasota, FL 34233

May 7, 2013

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Agreement is made between RJM Systems, Inc., a North Carolina corporation ("RJM") with its principal place of business at 1449 Old Waterbury Road, Suite 204, Southbury, Connecticut 06488 USA, and The School Board of Sarasota County ("Customer") with its principal place of business located at1960 Landings Blvd, Sarasota, Florida 34231.

This Agreement is based on the following understandings:

1. End-User purchased Sonisweb in 2004 and obtained a non-exclusive license to use certain computer software in executable object code form ("the RJM Software") and related user documentation (jointly the "Materials");

2. End-User wishes to receive from RJM Systems, Inc. certain services with respect to the Materials on the terms and conditions set forth below; and

Therefore, in consideration of the material obligations set forth herein, the parties, intending to be legally bound, agree as follows:

1. Definitions For purposes of this Agreement, the specified terms are defined as follows:

(a) "Coverage Time" shall mean Monday through Friday 8:30 AM to 5:00 PM Eastern Time, excluding holidays.

(b) "Documentation" shall mean collectively the written materials delivered with the RJM Software describing its structure and process for use.

(c) "Effective Date" shall mean the date on which an authorized representative from RJM and End-User accepts this Agreement as indicated by the signature and date at the end of this Agreement.

(d) "End-User Error" shall mean an error in the functioning of the RJM Software which results from any of the following: (i) use of the RJM Software in a manner that is not reasonably within ordinary use of the RJM Software as specified in the Materials for the Version of the RJM Software being used by the End-User; or (ii) inputting of incorrect data by End-User; or (iii) nonstandard characteristics of End-User's hardware, network, or network configuration, refer to Exhibit B on page 12 of this document "Minimum System Requirements"; or (iv) interaction with other software installed on End-User's hardware; or (v) failure to follow instructions given by RJM technical staff; or (vi) attempted execution of the RJM Software on hardware not of the type listed in the Documentation; or (vii) unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction; or (viii) End-User's continued use of data that either End-User or RJM has determined to be flawed or damaged.

(e) "Enhancement" shall mean any modification or addition that, when made or added to the RJM Software materially changes or upgrades its utility, efficiency, functional capability or application.

(f) "Error Correction" shall mean either a software modification or addition that, when made or added to the RJM Software, established material conformity of the RJM

Software to the Documentation, or a procedure or routine that, when used in the regular operation of the RJM Software, eliminated the nonconformity's practical adverse effect on End-User. Without limiting the foregoing, Error Correction does not include repair or recreation of data files as a result of software malfunction. In the event that the Documentation is incorrect, it will be corrected as an Error Correction.

(g) "Materials" shall mean collectively the RJM Software, the Documentation, and other materials related to the RJM Software and provided for use in connection with the RJM Software maintenance and support services.

(h) "Reproducible Material Error" shall mean a failure of the RJM Software to operate in substantial conformance with the Documentation. The Reproducible Material Errors must be able to be recreated by RJM under the same or similar conditions with reasonable effort. Any error constituting an End-User error is excluded from this definition.

(i) "RJM Software" shall mean the software specified in the Purchase and License Agreement, including any Error Corrections, Enhancements, Upgrades, New Versions, or portions thereof, which End-User may obtain pursuant to this Agreement or otherwise from RJM, together with any new Software Modules provided to End-User by RJM.

(j) "Software Module" shall mean a software component which if included in the RJM Software will contribute distinct functionality not otherwise available in the RJM Software.

(k) "System Administrator" shall mean an employee or agent of End-User who satisfies the requirements of this Agreement's Paragraph 6.

(l) "Upgrade" shall mean software program logic and documentation changes, corrections, and improvements which maintain the operational quality of the RJM Software, including without limitation Error Corrections.

(m) "First Productive Use" or "FPU" shall mean the date on which live data of the End User's Facility is first processed through an Application and used in the operation of the End User's Facility. FPU shall occur within thirty (30) days after installation.

(n) "Initial Installation" shall mean the date on which an RJM representative first installs the RJM Software on a computer or network at the End-User's site.

(o) "Other Services" are provided at additional cost to End-User. These costs shall be determined by RJM Systems, Inc. and will generally be based on an hourly or per diem rate, which costs shall be provided upon End User's request prior to RJM's performance of such Other Services.

2. Term of Agreement This Agreement shall commence on July 1, 2013 and, unless terminated earlier pursuant to the terms in Paragraph 8 (a), shall continue for an initial term of two (2) years, whereupon it shall be automatically renewed for additional sequential twelve (12) month terms.

3. Standard Services RJM will provide at no charge beyond the annual software maintenance fee, the following maintenance and support services in support of the RJM Software:

(a) Error Corrections. Upon notification by End-User's System Administrator(s), as required by Paragraph 5(d), that a Reproducible Material Error may exist, RJM shall use good faith, reasonable efforts to determine if such an error exists, and to notify

End-User whether the problem is a Reproducible Material Error or an End-User Error. If it is a Reproducible Material Error, RJM shall respond with reasonable speed and make reasonable efforts to create an Error Correction. Following completion of the Error Correction, RJM shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction; provided however that if RJM plans to release an Upgrade within the near future it may include the Error Correction in the Upgrade rather than issuing it as a separate temporary fix, and provided further that the Error Correction may be a change in the Documentation if appropriate. RJM will include the Error Correction in all subsequent Versions of the RJM Software. RJM shall not be responsible for correcting Reproducible Material Errors in any Version of the RJM Software other than the most recent Version.

(b) Enhancements and Upgrades. RJM may, from time to time, create Enhancements or Upgrades to the RJM software. RJM shall consider and evaluate the development of any Enhancements requested by End-User, but shall have no obligation to create any specific Enhancements. RJM shall supply End-User or install via modem or the internet, Enhancements and Upgrades at no additional charge. All Enhancements and Upgrades provided become part of the Materials, are governed by the Software License, and will be maintained as RJM Software.

(c) Telephone Support Assistance. During Coverage Hours, RJM shall accept telephone calls from the System Administrator(s) reporting problems with the RJM Software and seeking assistance in its use; RJM has no obligation to accept or respond to calls from other than a System Administrator. If RJM chooses to respond to a call from End-User's personnel other than a System Administrator(s), RJM reserves the right to bill for such support in accordance with Paragraph 4(d). RJM will make an initial response to End-User's requests for support communicated through RJM's service number by System Administrators within 4-8 hours. If the call is made after 12:00 Noon, your call will be answered by 11:00 AM of the next business day. An additional emergency access number will be provided for special situations. Support is provided exclusively for problems related to the operation and functionality of the Materials. RJM shall not provide support for any Version of the RJM Software other than the most recent Versions, except that RJM will continue to support a prior Version for a period of one hundred and eighty (180) days after release of a new Version.

(d) Change in Services. RJM reserves the right to change the scope or terms of services provided pursuant to this Paragraph 3 for any upcoming term of this Agreement, provided that notice must be given in writing at least ninety (90) days before any renewal term for the changes to be effective during the renewal term.

(e) Excluded Services. RJM shall have no obligation to provide any services not specifically listed in Paragraph (3a)-(3c) of the Agreement.

If SONISWEB is hosted by the "Customer" or by RJM Systems, such excluded services include, without limitation:

(i)   Any problem caused by the End-User;

(ii)   Any activity related to the process of physically conducting school administration, collecting grades, producing transcripts or other job related functions (as distinct from the computerized aspect of such functions).

(iii) Any activity relating to the detail development or creation of queries and reports using the Crystal Reports and/or Cold Fusion Report Builder for SONIS Report Writer Software or other similar software that is not provided by RJM Systems, Inc. General questions will be answered during the on-site installation and training sessions. The report writer requires some prior knowledge of computer programming, database structures and data relationships, RJM can provide additional training and support in the use of this tool on a per diem or hourly basis.

(iv) Any hardware failure including, but not limited to, failure caused by wiring, multiplexors, modems, phone lines, power, or connectors, and any hardware limitations due to insufficient memory, disk storage or processing power;

(v) Any problems caused by hardware failure;

(vi) Any work required to restore or recover the operating system or data files;

(vii) Any configuration, maintenance, or upgrading of the operating system or network operating system including, but not limited to, backups and restorations, fixes, and patches; and

(viii) Any problems caused by an incorrectly installed, configured, or maintained operating system or network operating system, or versions of such operating systems not supported by RJM; and

(ix) Any problems with, or caused by any software not provided by RJM, including, but not limited to, word processors, spreadsheets, communications programs, operating systems and network operating systems.

4. Other Services RJM may furnish the following "Other Services":

(a) Training Classes. RJM offers to End-User, from time to time, training classes for attendance by End-User's System Administrator(s) or other personnel. In the event the training classes are presented at End-User's facilities, End-User shall provide all furnishings and equipment required, including without limitation lecterns, writing surfaces, chairs, and the number of computer systems indicated by RJM as necessary for training of the number of persons intended to attend any specified class.

(b) Installation Services. RJM will undertake or assist in End-User's installation of the RJM Software, including any Upgrades, Enhancements or New Versions, in accordance with the specifications, terms and fees as are set forth in one or more "Installation Services Amendments", which shall be attached to this Agreement and become part of it when parties agree on the terms of such amendments(s). To the extent that installation services are to be performed at End-User's facilities, End-User shall provide at no cost to RJM, office space, electrical power, telecommunications capability, network capability, computer printing capability, clerical and reproduction services, office supplies, parking, and other equipment, facilities, or assistance as needed to perform the installation services. In addition, End-User shall provide access to and use of End-User's computer equipment and software, as is reasonably required for the performance of the installation services. End-User is responsible for keeping a backup of all data files prior to the installation which allow for the recreation of the data files in the event that those provided to RJM are lost or destroyed during the installation.

(c) Data Conversion Services. RJM will undertake or assist in conversion of End-User's data to an electronic format compatible for use with the RJM Software in accordance with the specifications, terms and fees as are set forth in one or more "Data Conversion Documents", which shall be attached to this Agreement and become part of it when the parties agree on the terms of such document(s). To the extent that any of the data conversion services are to be performed at End-User's facilities, End-User agrees to provide at no cost to RJM, office space, electrical power, telecommunications capability, network connectivity, computer printing capability, clerical and reproduction services, office supplies, parking, and other equipment, facilities, or assistance as needed to perform the Data Conversion Services. Unless otherwise inputting, or other similar activity as may be necessary as a step toward conversion of End-User's data from non-electronic format to electronic data format used by RJM Software; RJM shall perform all data conversion and reformatting that is to be accomplished between electronic data formats through computerized means. If any data to be converted is obtained from a third party, End-User shall pay the full cost of obtaining such data, and any costs of reruns or reinstallation if the data or the media on which it has been provided are in any way defective. End-User is responsible for keeping a backup of all data files which allow for the recreating of the data files in the event that those provided to RJM are lost or destroyed.

(d) New Versions. RJM may, from time to time, create New Versions of the RJM Software. New Versions or new Software Modules to the RJM Software may be provided to End-User at RJM's sole discretion. RJM has discretion over what will be offered as a Version or Software Module and what additional charge will be made for each Version or Software Module. Versions and Software Modules may in and of themselves require End-User training prior to use. If training is required, then training shall be separately priced, in accordance with Paragraph 4(a). All Versions and Software Modules provided become part of the Materials, are governed by the Software License, and will be maintained as RJM Software.

(e) End-User Error. If End-User notified RJM of a Reproducible Material Error pursuant to Paragraph 1(h), and after investigation by RJM it is determined by RJM that the problem is not a Reproducible Material Error, but rather an End-User Error, all time and expenses accrued in making determination may be billed to End-User. End-User may request RJM to investigate and correct such End-User error.

(f) Miscellaneous Services. In addition to those services specified in paragraphs 4(a)-4(e), other maintenance and support services, including but not limited to assistance provided on-site, custom programming, consulting, project management, operations support, correction of End-User Errors, responding to calls from other than a System Administrator, provision of "excluded services" under Paragraph 3(e), and provisions of services otherwise included in Paragraph 3 beyond the level specified in Paragraph 3 or outside normal business hours, may be furnished by RJM subject to its staff availability.

5. End-User Obligations

(a) Maintenance of Software License. End-User shall at all time have in effect a valid Software License for use of the RJM Software.

(b) Payments. End-User shall make all payments required under Paragraph 7 when due.

(c) End-User Responsibility for Hardware, Software, and Communications Services. If Customer is hosting the SONSWEB application, then in order for End-User to obtain

from RJM the services called for by this Agreement, End-User is solely responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other software or hardware necessary to operate the RJM Software. RJM reserves the right, from time to time, to require hardware and/or software upgrades or new version to support Upgrades, Enhancements, or new version of the RJM Software.

(d) <u>End-User Notification of RJM</u>. End-User shall notify RJM, in writing or by telephone, within fifteen (15) days of discovering any error malfunctions that End-User believes is a Reproducible Material Error, and provide RJM with physical evidence of such error. End-User agrees to provide RJM with sufficient support and test time to duplicate the problem, and to determine whether the problem is a Reproducible Material Error in the RJM Software.

(e) <u>System Administrator(s)</u>. End-User is responsible for providing one or more qualified System Administrators as described in Paragraph 6.

(f) <u>Installation of Upgrades, Enhancements and New Versions</u>. If Customer is hosting the SONSWEB application, then the End-User shall install all Upgrades or Enhancements within sixty (60) days of receipt, and all New Versions or new Software Modules within one hundred and eighty (180) days after initial commercial release so long as such Upgrades, Enhancements, and new Versions do not interfere with the integrity of the existing live data.

6. System Administrator Requirements

(a) <u>Basic Requirement</u>. Each System Administrator must have sufficient experience as to be able to understand and use RJM Software in accordance with the documentation effectively.

(b) <u>Additional Knowledge</u>. Each System Administrator must be qualified through training or experience acquired independently of RJM to address, without the aid of RJM, all problems relating to any hardware, software, or operating system other than those which may be provided to End-User by RJM.

(c) <u>Initial System Administrator(s)</u>. The person(s) to be initially trained by RJM to serve as System Administrator(s) shall be those persons specified in Exhibit A.

(d) <u>Change in System Administrator(s)</u>. End-User may change its System Administrator(s) at any time by giving notice to RJM of the replacement System Administrator(s) provided that such replacement(s) are qualified in accordance with the terms of this Paragraph 6.

7. Fee/Payment

(a) End-User shall be required to pay an annual Software Maintenance Fee of **$36,450.00** for up to **5000 FTE** which is 15% of the current license pricing minus Fundraiser and Development ($270,000.00 - $27,000.00) in accordance with the Sonisweb Pricing schedule below. Customer is current on maintenance payments through March 31, 2013. Customer requested a new annual due date of July 1st from October 1st. **Payment on July 1, 2013 will $45,037.50 which covers April 1, 2013-June 30, 2014.**

All payments must be made in US Dollars. If additional Software Modules are added to the RJM Software during any annual term of this Agreement, then RJM Shall

calculate the annual fee for support of such additional Software Modules and End-User shall pay the pro-rated portion of that additional fee for the time period from the date the additional Software Module is added to the RJM Software to the end of the initial or then-current renewal term; thereafter the fee for the additional Software Module shall be included in the annual fee.

Maintenance Fee Schedule for Sarasota County Technical Institute:

(a) The Maintenance due based upon the FTE is in the amount of $36,450.00 USD and each year after.

SONISWEB maintenance fee is based on the reported FTE of your institution. On the "Anniversary Date", the first of which occurs July 1, 2014 and annually thereafter, if Sarasota County Technical Institute's FTE surpasses the FTE range of 3501-5000 or any other threshold, increase in annual maintenance and support fee will apply in accordance with the pricing chart below at a rate of 15% of the current license and module pricing.

SONISWEB

2012 SONISWEB PRICING (BASED ON STUDENT FTE)

STUDENT FTE (FULL-TIME EQUIVALENCY)	SONISWEB PRICING BASED ON FUNCTIONAL AREA						FULL-VERSION
	RECRUITING AND ADMISSION OFFICE	REGISTRAR, BILLING, FIN. AID, STUDENT SERVICES OFFICE	FUNDRAISING AND DEVELOPMENT OFFICE	PROSPECT & APPLICANT WEB ACCESS	STUDENT AND ALUMNI WEB ACCESS	FACULTY & ADVISOR WEB ACCESS	
200 and Less	$18,000	$30,000	$6,000	$1,200	$2,400	$2,400	$60,000
201 to 300	$21,000	$35,000	$7,000	$1,400	$2,800	$2,800	$70,000
301 to 500	$24,000	$40,000	$8,000	$1,600	$3,200	$3,200	$80,000
501 to 800	$27,000	$45,000	$9,000	$1,800	$3,600	$3,600	$90,000
801 to 1,200	$33,000	$55,000	$11,000	$2,200	$4,400	$4,400	$110,000
1,201 - 1,500	$39,000	$65,000	$13,000	$2,600	$5,200	$5,200	$130,000
1,501 - 2,500	$51,000	$85,000	$17,000	$3,400	$6,800	$6,800	$170,000
2,501 - 3,500	$66,000	$110,000	$22,000	$4,400	$8,800	$8,800	$220,000
3,501 – 5,000	$81,000	$135,000	$27,000	$5,400	$10,800	$10,800	$270,000
5,001 - 7,000	$96,000	$160,000	$32,000	$6,400	$12,800	$12,800	$320,000
7,001 - 10,000	$111,000	$185,000	$37,000	$7,400	$14,800	$14,800	$370,000
10,001 -12,000	$126,000	$210,000	$42,000	$8,400	$16,800	$16,800	$420,000
12,001 - 15,000	$141,000	$235,000	$47,000	$9,400	$18,800	$18,800	$470,000
15,001+	Call for Pricing						

(b) Charges for Other Services. For Other Services training courses End-User shall pay such amounts as specified in the applicable License Agreement. For installation or data conversion services End-User shall pay the amount specified in the applicable License Agreement. For Other Services rendered under Paragraph 4(e) or 4(f), RJM shall charge End-User the rate in effect for those services at the time they are rendered unless otherwise agreed upon in a written document prior to the rendering of the services. In addition, End-User agrees to pay all reasonable expenses incurred in connection with RJM's provision of Other Services, including without limitation, courier fees, telecopier expenses, cost of reproductions, costs of disposable supplies purchased exclusively for work for End-User and travel expenses (including airfare, rental cars, taxis, lodging, meals, and parking).

(c) Payment Terms. RJM shall render an invoice for the annual maintenance fee at least thirty (30) days before each anniversary date, and at the end of each month when charges have accrued for new RJM Software Modules, or Other Services provided pursuant to Paragraph 4(e) or (f). RJM shall render an invoice for training classes upon completion of each course. Unless indicated to the contrary in the applicable amendment, RJM shall render invoices for installation and data conversion services at the end of each month for the charges accrued through that month. All invoices will include applicable expenses. Payment for each of the foregoing amounts is due thirty (30) days from the invoice date; provided however that RJM may request advance payment for any services and if such a request is made shall not be required to perform such services until the payment is made. Failure to pay any amount due under this Agreement when due shall constitute a breach of this Agreement. All overdue amounts shall accrue interest at a rate of 1.5% per month. RJM also reserves the right to refuse to provide any services under this Agreement if any amounts due under this Agreement remain unpaid for over thirty (30) days after invoice, and no refund shall be due to End-User if these services are so suspended. If RJM does suspend service under this Agreement, End-User may have service reinstated only upon payment of all overdue invoices, including interest.

(d) Change of Rates. RJM may change its rate schedule for the upcoming term of the Agreement, provided that notice must be given at least sixty (60) days before any renewal term for the changes to be effective during the renewal term.

(e) Taxes. End-User shall be responsible for sales or use taxes, and for state and local property excise taxes associated with End-User's licensing, possession, or use of the RJM Software.

8. Termination

(a) Basis for Termination. This Agreement may be terminated as follows:

   (i)   This Agreement shall terminate immediately upon termination of the License Agreement; or,

   (ii) This Agreement may be terminated by either party upon expiration of its then-current term, provided that notice of such termination is given to the other party at least sixty (60) days prior to the end of that term; or

   (iii) This Agreement may be terminated by either party thirty (30) days after notice is given to the other party of a breach of this Agreement by the other party, and such a breach is not cured during the thirty (30) day period after such notice is given; or it is stated that either party may

terminate the Agreement without cause upon giving the other party ninety (90) days' written notice.

(b) Payment Upon Termination. Following the termination of this Agreement RJM shall immediately invoice End-User for all accrued fees, charges and reimbursable expenses. End-User shall pay the invoiced amounts upon receipt of such invoices; any amounts not paid within thirty (30) days after the date of the invoice shall bear interest until paid at the rate of one and one half per cent (1.5%) per month, or part thereof, until paid. Termination of this Agreement pursuant to the terms of Paragraph 8(a) shall not obligate RJM to refund any amount paid by the End-User.

(c) Additional Rights. Termination of this Agreement shall be in addition to, and not in lieu of, any other remedies available to either party.

(d) Survival. The rights, obligations, and limitations of Paragraph 5(b), 8, 9, 10, 11, 14, and 15 shall survive the termination of this Agreement.

(e) License Agreement. Provided that the License Agreement otherwise remains in effect, then upon termination of this Agreement End-User shall be permitted to continue use of the RJM Software pursuant to the terms of the License Agreement. If the License Agreement has terminated, End-User shall take such actions with respect to the License Software as required under the License Agreement upon its termination.

9. Proprietary Information

(a) New Materials. Any Error Corrections, Upgrades, Enhancements, New Versions, or new Software Modules received by End-User from RJM shall become part of the Materials and be governed by the terms of this Agreement and the License Agreement related to the Materials.

(b) Copies. End-User shall make, use and display only the number of copies of any Upgrade, Enhancement, New Version or New Software Module as End-User is authorized to make, use and display the RJM Software to which they relate.

(c) Ownership. The Materials, including without limitation the RJM Software, are and shall remain the sole property of RJM, regardless of whether End-User, its employees or its contractors shall have contributed to the conception of any part or in any change to the Materials, joined in the effort of their development or paid RJM for use of the work product. To the extent End-User may obtain any rights in patents or copyrights in the RJM Software, End-User hereby assigns all such rights to RJM and agrees to execute and deliver any further documents to establish System's sole ownership rights. End-User agrees not to assert any right, title or interest in such works, except for the non-exclusive right, of use granted to End-User by virtue of the License Agreement.

(d) SONISWEB is delivered to the "Customer" as an encrypted source and it is not intended to be unencrypted for the "Customer's" personal use. "Customer's" may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the SONISWEB® software. Any modifications to the SONISWEB source code, RJM Systems Inc. will not be liable, in any respect, for any modifications or any errors or damages resulting from such modifications. If the source is unencrypted and modified RJM Systems, Inc. cannot support it and is considered breach of this contractual agreement.

10. Limitation of Liability. RJM MAKES AND END-USER RECEIVES NO WARRANTY, EXCEPT THAT DEFINED IN SECTION 7 OF THE "PURCHASE AND LICENSE AGREEMENT", EXPRESS OR IMPLIED, CONCERNING THE MATERIALS OR THE SERVICES RENDERED THEREUNDER, AND ALL SUCH WARRANTIES INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. END-USER SPECIFICALLY AGREES THAT RJM LIABILITY FOR DAMAGES TO END-USER SHALL BE LIMITED IN ALL CASES TO THE ANNUAL BASE SOFTWARE MAINTENANCE FEE FOR ONE YEAR. END-USER EXPRESSLY AGREES THAT IN NO EVENT SHALL RJM BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF RJM HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING WITHOUT LIMITATION, DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF SOFTWARE, LOSS OF DATA, COST OF RECREATING LOST DATA, COST OF ANY SUBSTITUTE SOFTWARE, OR LOSSES CAUSED BY DELAY. Termination of this Agreement by RJM pursuant to Paragraph 8 shall not result in liability of RJM to End-User for damage, loss, or expense, and End-User expressly waives such claims.

11. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Failure to enforce any of the provisions of the Agreement shall not be construed as a waiver of future rights to enforce the same or other provisions of this Agreement. Further, should RJM elect to provide any services beyond its commitment herein, such provision of services shall not be construed to increase or otherwise change the level of services it is required to produce under this Agreement.

12. Assignment. End-User may only assign this Agreement in conjunction with an assignment of Software License, and pursuant to the assignment terms in the Software License.

13. Force Majeure. RJM shall not be liable for any failure or delay in performance of any obligation under this Agreement if such failure or delay is caused by circumstances not directly under the control of RJM or End-User, including without limitation, failure resulting from acts of God, acts of public authorities, war and war measures, strikes, fires, delays of suppliers or carriers, or serious illness of key personnel.

14. Governing Law, Adjudication, and Severability. The laws of the State of Florida shall govern this Agreement. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising during the Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida. No action, whether based on contract, strict liability or tort, may be brought by either party related to or arising out of this Agreement more than one (1) year after the cause of action accrues. If any provision of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy on which such judgment shall have been rendered, and the invalid or unenforceable provision shall be struck.

15. Whole Agreement. By execution, End-User acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This, in conjunction with a valid Purchase and License Agreement, is the complete and exclusive statement of the Agreement between End-User and RJM, which supersedes any proposal or prior agreement, oral or written, and any other communications relating to maintenance and support of the RJM Software. All additions, amendments, or modifications of the Agreement shall be binding upon the parties only if they are in writing and executed by End-User and RJM. Any term or condition on a printed form which shall be sent to RJM by End-User shall have no effect, and shall not modify, add to or subtract from the obligations and rights set forth herein; End-User agrees that all terms on such forms are void.

END-USER   DATE
The School Board of Sarasota County

X_____   _____
ACCEPTED BY:
TITLE:

RJM SYSTEMS, INC.

X_____   _____
Joanne E. Milburn, CEO

Approved for Legal Content,
April 25, 2013 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ____ASH_

EXHIBIT A

INITIAL SYSTEM ADMINISTRATOR(S)

Name:_____
Title:_____
Phone Number:_____
Email Address:_____

Name:_____
Title:_____
Phone Number:_____
Email Address:_____

EXHIBIT B: MINIMUM SYSTEM REQUIREMENTS FOR 2012

Below are the minimum system requirements for SONISWEB as of March 1, 2012. Operating software upgrades will occur periodically and the Customer will be responsible for upgrading to the next current versions for SQL Server and ColdFusion licenses.

S⊘NISWEB	2012 SYSTEM REQUIREMENTS
HARDWARE (MINIMUM) RECOMMENDATIONS	

Recommended RAM: 4GB (2GB minimum)

Recommended Processor: Single Xeon Quad-Core (Dual-Core minimum)

Recommended Hard Disk Configuration:
- ✓ Single partition four disk (60GB @ 10K min. spindle)
- ✓ Raid 10 array for all files

SOFTWARE REQUIREMENTS

Software for the Web Server:
- ✓ Microsoft® Windows 2008 Server, Web x64
- ✓ Adobe® Cold Fusion® Server MX 9.0 Enterprise Edition with Report Builder

Software for the Database Server:
- ✓ Microsoft® Windows 2008 Server SP2, Standard x64
- ✓ Microsoft® SQL Server 2008 Standard Edition 1 Processor License

Other:
- ✓ Firewall and Backup System (recommended)

ADDENDUM TO SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT DATED May 7, 2013

This is an Addendum to the Software Maintenance and Support Agreement dated May 7, 2013 between RJM Systems, Inc. a North Carolina corporation (RJM) with its principal place of business at 1449 Old Waterbury Road, Southbury, CT 06488 USA and The School Board of Sarasota County ("Customer") with its principal place of business located at 1960 Landings Blvd., Sarasota, FL 34231.

This Addendum hereby modifies Section 4. Other Services as contained in the original Software Maintenance and Support Agreement dated March 26, 2013 to add the Additional Services.

Additional Services	
State Reporting:	
a. Capture all the fields required for the 7 Florida state reports listed in the WDIS Formats binder documents b. Add the ability to have multiple calendars c. Create a series of snapshots that mirror the 7 Florida State reports d. Create an export that can be sent to another system e. Create the drops so that only valid values can be put in for each fields f. Create cross relational drops so that users can define the valid combinations that exist between fields g. Perform validation checks at the time of input, and more validation at the time that snapshots are created h. Store the snapshots i. Train the users on the use of the new drops j. Project manage the project k. Document the table and the process	
Total Due (Estimate) 400-600 hour @ $140/hr	$56,000-$84,000*
*Pricing does not include travel and lodging expenses or applicable sales or use tax, which is the responsibility of the customer. Training can be provided either Onsite or Remotely.	
Additional Annual Maintenance: Florida State Reporting enhancement updates to the customizations related to items A-K listed above. *Pricing does not include travel and lodging expenses or applicable sales or use tax, which is the responsibility of the customer. Training can be provided either Onsite or Remotely.	$1,500* *(In addition to your current Standard Maintenance and Support Annual Fee)*

Addendum to Software Maintenance and Support Agreement for
The School Board of Sarasota County

The School Board of Sarasota County   Date

_____   _____

ACCEPTED BY:

TITLE:

RJM Systems, Inc.   Date

_____   _____

Joanne E. Milburn - CEO

RJM SYSTEMS, INC.

December 20, 2012

From: RJM Systems, Inc.

To: Sarasota County Technical Institute

RE: Maintenance and Support of SONISWEB

SONISWEB is the student information system currently used to manage administration of student records at Sarasota County Technical Institute and has been in place since 2004. Enhancements, continued maintenance, and support are required to utilize additional function available in SONISWEB that has not been implemented at SCTI since the initial implementation. Additionally changes are required to support transition from TERMS and enhancements are required to handle the storage of data specific to the report required by the State of Florida. RJM Systems, Inc. is the sole source for these services based on the following:

1. RJM Systems, Inc. is the original developer of SONISWEB and owns all copyrights to the source code for the product. Therefore we are the only company that can modify the source code to meet the needs of SCTI and the only company that will continue to support the modifications once they are completed.

2. SCTI has an ongoing annual Maintenance and Support Agreement with RJM Systems, Inc. to provide enhancements and support of SONISWEB. The contract specifically voids this maintenance agreement if the source code is modified by any other third party provider.

3. There are no other companies that provide similar commodities that do the same job or meet the same goals or that can do so in an affordable, timely manner.

4. SONISWEB and support for the source code is not available through other distributors.

   This Sole Source document is respectfully submitted to substantiate the need for a sole source status related to purchasing additional customization and continued support from RJM Systems, Inc. for SONISWEB.

Best Regards,

Joanne E. Milburn
CEO
RJM Systems, Inc.