AMENDMENT NO. 10

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc. ("Contractor")** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"); and

WHEREAS, the parties wish to further extend the term of the Agreement for one (1) year and to amend the Agreement to reflect a permissible increase to the Annual Service Fee for the Services rendered; and
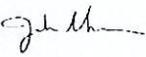
WHEREAS, pursuant to paragraph 7 of the Agreement, any modification to the terms and conditions of the Agreement, including the payment terms, must be reflected in a written amendment signed by both parties.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The term of the Agreement shall be extended for the period beginning **August 30, 2022 through August 29, 2023**; and

2) **Effective as of July 1, 2022,** the Annual Service Fee shall be $25,279.12, paid in quarterly installments of $6,319.78; and

3) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNet, Inc.
FID # 93-0692796

By: _____
Julia Noonan
Vice President, Sales

07/19/2022
Date: _____

Approved as to Legality:
Suffolk County Community College

By: _____
Alicia S. O'Connor
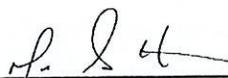College Deputy General Counsel

Date: 7/20/2022

Suffolk County Community College

By: _____
Edward T. Bonahue, Ph.D.
President

Date: 7/28/22

Approved:
Suffolk County Community College

By: _____
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 07.20.2022

AMENDMENT NO. 9

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc. ("Contractor")** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"); and

WHEREAS, the parties wish to further extend the term of the Agreement for one (1) year and to amend the Agreement to reflect a permissible increase to the Annual Service Fee for the Services rendered; and

WHEREAS, pursuant to paragraph 7 of the Agreement, any modification to the terms and conditions of the Agreement, including the payment terms, must be reflected in a written amendment signed by both parties.
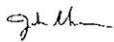
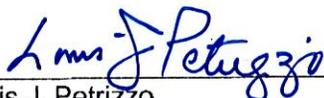**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

1) The term of the Agreement shall be extended for the period beginning **August 30, 2021 through August 29, 2022.**

2) Effective as of July 1, 2021, the Annual Service Fee shall be $23,625.32, paid in quarterly installments of $5,906.33.

3) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNet, Inc.
FID # 93-0692796

By: _____
Julia Noonan
Vice President, Sales

Date: _____06/24/2021_____

Approved as to Legality:
Suffolk County Community College

By: _Alicia S. O'Connor_
Alicia S. O'Connor
College Deputy General Counsel

Date: _6/24/2021_

Suffolk County Community College

By: _Louis J Petrizzo_
Louis J. Petrizzo
Interim President

Date: _06/25/2021_

Approved:
Suffolk County Community College

By: _____
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: _06.25.2021_

AMENDMENT NO. 8

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc. ("Contractor")** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"); and

WHEREAS, on August 3, 2020, the parties executed Amendment No. 7 to the Agreement which extended the term thereof to August 29, 2021, and

WHEREAS, the parties wish to further amend the Agreement to reflect a permissible increase to the Annual Service Fee for the Services rendered, and

WHEREAS, pursuant to paragraph 7 of the Agreement, any modification to the terms and conditions of the Agreement, including the payment terms, must be reflected in a written amendment signed by both parties.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1)   Effective as of July 1, 2020, the Annual Service Fee shall be $23,307.84, paid in quarterly installments of $5,826.96.

2)   All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNET, Inc.
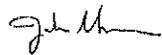FID # 93-0692796

By: _____
Julia Noonan
Vice President, Sales

Date: _____10/01/2020_____

Approved as to Legality:
Suffolk County Community College

By: _____
Alicia S. O'Connor
College Deputy General Counsel

Date: __10/05/2020_____

Suffolk County Community College

By: _____
Louis J. Petrizzo
Interim President

Date: ___10/05/2020_____

Approved:
Suffolk County Community College

By: _____
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: ___10.05.2020_____

AMENDMENT NO. 7

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc. ("Contractor")** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"); and

WHEREAS, the College desires to further extend the term of the Agreement for one (1) year.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1)   The term of the Agreement shall be extended for the period beginning **August 30, 2020 through August 29, 2021**.

2)   All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNet, Inc.
FID # 93-0692796

By: _____
Julia Noonan
Vice President, Sales

Date: _____08/03/2020_____

Suffolk County Community College

By: _____
Louis J. Petrizzo
Interim President

Date: ___0 8 / 0 3 / 2 0 2 0___

Approved as to Legality:
Suffolk County Community College

By: _Alicia S. O'Connor_____
Alicia S. O'Connor
College Deputy General Counsel

Date: _08/03/2020_____

Approved:
Suffolk County Community College

By: _____
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: _8.3.2020_____

AMENDMENT NO. 6

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc. ("Contractor")** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"); and
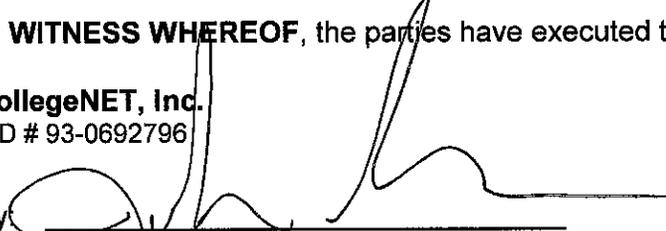
WHEREAS, the College desires to further extend the term of the Agreement for one (1) year and to amend certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The term of the Agreement shall be extended for the period beginning **August 30, 2019 through August 29, 2020**.

2) Effective as of July 1, 2019, the Annual Service Fee shall be $22,787.12, paid in quarterly installments of $5,696.78.

3) **Accessibility.** Contractor's Commitment to Accessibility is publicly available on Contractor's website at: https://collegenet.com/accessibility.html. Contractor agrees that, upon the College's request, Contractor will provide a completed VPAT for any technology that the Contractor is delivering under this agreement so that the College can determine if the items to be provided by the Contractor comply with the College's Web Accessibility Policy or whether an exception is applicable. If the College identifies any accessibility issue with the technology provided by the Contractor under this agreement, the College will provide Contractor written notice of the issue. Contractor will investigate the issue and provide a written response to the College within thirty (30) days detailing what, if anything, Contractor will do to address the identified issue.

4) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNET, Inc.
FID # 93-0692796

By: _____
Julia Noonan
Vice President, Sales

Date: 8/28/19

Approved as to Legality:
Suffolk County Community College

By: _____
Alicia S. O'Connor
College Deputy General Counsel

Date: 9/9/19

Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 09/10/19

Approved:
Suffolk County Community College

By: _____
Sara E. Gorton
Associate Dean of Financial Affairs

Date: 9/9/19

AMENDMENT NO. 5

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc.** ("Contractor") entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"), and

WHEREAS, the College desires to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year from **August 30, 2018 through August 29, 2019.**

2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name;

3) **College's Non-Discrimination Notice**

   Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

   The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

   Civil Rights Compliance Officers:

   Christina Vargas
   Chief Diversity Officer/Title IX Coordinator
   Ammerman Campus, NFL Bldg., Suite 230
   533 College Road, Selden, New York 11784
   vargasc@sunysuffolk.edu
   (631) 451-4950

   or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051;

4) All other terms and conditions of the original Agreement and Amendments thereto, not
    inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written
below.

CollegeNET, Inc.
FID #: 93-0692796
Tel.: (503) 973-5226

By: _____
Ed Trachtenbarg
Vice President, Finance

Date: __7/9/2018__

Approved as to Legality:
Suffolk County Community College

By: _Alicia S. O'Connor_
~~Louis J. Petrizzo~~ ALICIA S. O'CONNOR
College General Counsel/~~Executive V.P.~~
DEPUTY

Date: __7/19/18__

Suffolk County Community College

By: _____
~~Dr. Shaun L. McKay~~ LOUIS J. PETRIZZO
~~President~~ COLLEGE GENERAL COUNSEL/ EXECUTIVE V.P.

Date: __07/20/18__

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and
and Financial Affairs

Date: __JUL 19 2018__

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and **CollegeNET, Inc.** ("Contractor") entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff ("Services"), and

WHEREAS, the College desires to extend the Agreement for one (1) year at the same terms and cost as the original Agreement,

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

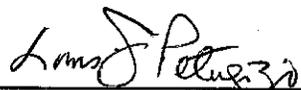1) The Agreement shall be extended for one (1) year from **August 30, 2017 through August 29, 2018.**

2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNET, Inc.
FID #: 93-0692796

By: _____
Ed Trachtenbarg
Vice President, Finance

Date: _9/12/2017_

Suffolk County Community College

By: _____
~~Dr. Shaun L. McKay~~ LOUIS J PETRIZZO
~~President~~ EXECUTIVE VICE PRESIDENT

Date: _08/01/17_

Approved as to Legality:
Suffolk County Community College

By: _Alicia S. O'Connor_
~~Louis J. Petrizzo~~ ALICIA S. O'CONNOR
~~College~~ Deputy General Counsel

Date: _7/24/17_

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and
and Financial Affairs

Date: _JUL 2 4 2017_

AMENDMENT NO. 3

WHEREAS, **Suffolk County Community College** ("College") and **CollegeNET, Inc.** ("Contractor") entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software ("Services"), and
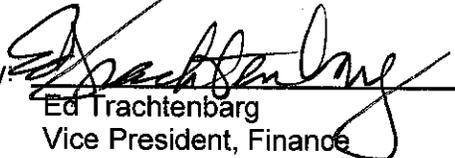
WHEREAS, the College desires to extend the Agreement for one (1) year at the same terms and cost as the original Agreement,

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year from **August 30, 2016 through August 29, 2017.**

2) All other terms and conditions of the original Agreement, and Amendments thereto, not inconsistent herewith shall remain in full force and effect.
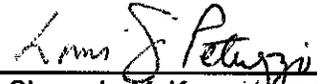
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNET, Inc.
FID #: 93-0692796
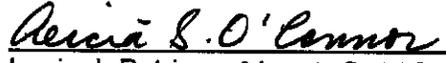
By: _____
Ed Trachtenbarg
Vice President, Finance

Date: _____8/19/2016_____

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: _____9/6/16_____

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: _____08/30/16_____

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and
and Financial Affairs

Date: _____9/14/16_____

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and CollegeNET, Inc. ("Contractor") entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, and
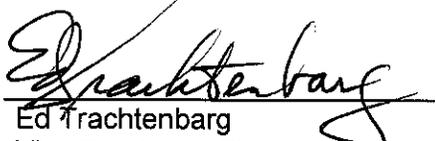
WHEREAS, the College desires to extend the Agreement for one (1) year at the same terms and cost as the original Agreement,

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year from August 30, 2015 to August 29, 2016.

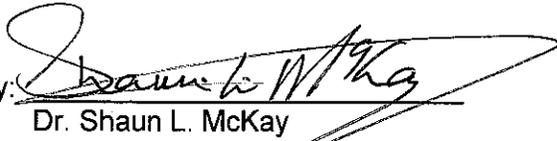2) All other terms and conditions of the original Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

CollegeNET, Inc.

By: _____
Ed Trachtenbarg
Vice President, Finance

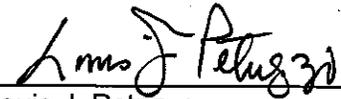Date: ___8/3/20___

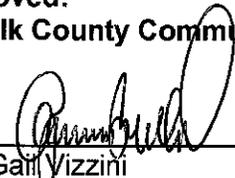**Suffolk County Community College**

By: _____
Dr. Shaun L. McKay
President

Date: _8/11/15___

ADDENDUM NO. 1

WHEREAS, Suffolk County Community College (College) and CollegeNET, Inc. **(Contractor)** entered into an Agreement on August 31, 2013 wherein Contractor agreed to provide event scheduling software with the functionality to integrate with existing academic scheduling software, and

WHEREAS, the College desires to extend the Agreement for one (1) year at the same terms and cost as the original Agreement,

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year from August 30, 2014 to August 29, 2015.

2) The Annual Service Fee of $22,360.00 will be paid in quarterly installments of $5,590.00

3) All other terms and conditions of the original Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 as of the latest date written below.

CollegeNET, Inc.   **Suffolk County Community College**

By: _____   By: _____
Ed Trachtenbarg   Shaun L. McKay
Vice President, Finance   President

Date: _6/19/2014_   Date: _06/25/14_

Agreement

This Agreement (Agreement) is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, and

CollegeNET, Inc. (Contractor), a Delaware corporation, having its principal place of business at 805 SW Broadway, Suite 1600, Portland, OR 97205.

The parties hereto desire Contractor to provide CollegeNET event scheduling software with the functionality to integrate with existing academic scheduling software, have the ability to reserve space and resources College-wide with multiple users, and be able to run reports and communicate work flow to support staff (Services).

Term of Agreement: One (1) year, commencing on August 30, 2013, with an option to renew for additional one-year terms, at the sole and absolute discretion of the College.

Total Cost of Agreement: As fully set forth in Exhibit D, attached hereto, the total cost of the Agreement shall be as follows:

1.   Initial Fee: $57,900.00
2.   Quick Start Consulting Fee: $27,000.00, plus reasonable travel expenses, in accordance with College policy
3.   Annual Service Fee: $22,360.00 (paid in quarterly installments of $5,590.00, beginning March 1, 2014)

Terms and Conditions: Shall be as set forth in Exhibits A through D attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

CollegeNET, Inc.

By: _____
Ed Trachtenbarg
Vice President, Finance
Fed. Tax ID # 93-0692796

Approved as to Legality

By: _____
Louis J. Petrizzo
College General Counsel

Date: ___08/29/13___

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President
Date: ___8/31/13___

Approved:
Suffolk County Community College

By: _____
Gail E. Vizzini
Vice President for Business and
Financial Affairs

Date: ___08/31/13___

Page 1 of 42 Pages

Recommended:
Suffolk County Community College

By: _Frank J Ryan_

Frank Ryan
Administrative Director for Business
Operations

Date: _8/29/13_

List of Exhibits

Exhibit A
General Terms and Conditions

Exhibit B
Suffolk County Legislative Requirements

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, Insurance or
    Other Submissions
2. Notices Relating to Termination and/or Litigation

Exhibit D
CollegeNET Contract Documents

Master Services Agreement
Service Selection Addendum for Series 25 Services
Series 25 Service Level Agreement
Service Selection Addendum for Professional Services
Statement of Work #1: On-Site Quick Start Implementation Phase I
Statement of Work #2: Remote Series25 Database Development
Statement of Work #3: On-Site Quick Start Implementation Phase II

Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP for College Event Scheduling Software, which was advertised on July 18, 2013; and

Whereas, Contractor submitted a proposal in response to such RFP on July 30, 2013; and

Whereas, the College has selected Contractor to provide the services as set forth herein; and

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1.   **Contractor Responsibilities**

   a.   **Services**

   Contractor shall provide the Services described in Exhibit D.

   b.   **Qualifications and Licenses**

   To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required knowledge and experience to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

   c.   Contractor agrees to comply with all applicable federal, state or local laws, rules, regulations, and College or County policies or directives.

2.   **Term and Termination**

   a.   **Term**

   This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. An option to renew the term for one (1) year must be exercised by the College, in writing, and transmitted to Contractor no later than July 30 of each year. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b.   Termination for Cause

i.   If Contractor becomes bankrupt or insolvent, and such bankruptcy or insolvency is not dismissed or satisfactorily resolved within sixty (60) days, or if Contractor is determined to have falsified its records or reports, or misused its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

ii.   In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such period, Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the period, the College may issue a written termination notice (Termination Notice), effective immediately.

c.   Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given ninety (90) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

d.   Payments upon Termination

i.   Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii.   The College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.

3.   Indemnification

a.   General

i. Subject to Section 14 (Limitation of Liability) of the Master Services Agreement, Contractor, to the extent permitted by law, agrees that it shall indemnify and hold

harmless Suffolk County Community College ("College") and the County of Suffolk ("County") and their officers, officials, employees and consultants from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, to the extent arising out of the negligent acts or omissions of Contractor in connection with the services described or referred to in this Agreement. Contractor and College agree to cooperate and coordinate in the defense or settlement of any such action brought against the College and/or the County. Contractor will pay any costs and damages finally awarded against the College and/or the County that are attributable to the action. The College and the County understand and agree that as conditions of Contractor's obligations under this section the College and/or the County must: (1) notify Contractor promptly in writing of the action; and (2) provide Contractor all reasonable information and assistance to defend or settle the action. The College and/or the County may participate in the defense or settlement of the action at its own expense.

ii.   Subject to Section 14 (Limitation of Liability) of the Master Services Agreement, the College and/or County, to the extent permitted by law, agrees to indemnify and hold Contractor harmless from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, to the extent arising out of the negligent acts or omissions of the College in connection with the services described or referred to in this Agreement. Contractor and College agree to cooperate and coordinate in the defense or settlement of any such action brought against the Contractor. College and/or County will pay any costs and damages finally awarded against the Contractor that are attributable to the action. The College and the County understand and agree that as conditions of College's and/or County's obligations under this section the Contractor must: (1) notify College and/or Contractor promptly in writing of the action; and (2) provide College and/or County all reasonable information and assistance to defend or settle the action. The Contractor may participate in the defense or settlement of the action at its own expense.

b.   Federal Copyright Act

The College and the Contractor hereby represent and warrant that neither party will infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract.

4.   Insurance

a.   Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified below. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain

throughout the term of this Agreement insurance in amounts and types equal to that specified below. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.

d. Any such Declaration Page, certificate of insurance, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation or nonrenewal of the policies. Such Declaration Page, certificate of insurance, endorsement page, other evidence of insurance and any notice of nonrenewal shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-discrimination

During the performance of this Agreement, Contractor will comply with all applicable non-discrimination laws.

10. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature and that no services performed under this program will knowingly discriminate on the basis of religious belief.

11. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws.

12. **No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of a party to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. **Intentionally Omitted**

14. **Intentionally Omitted**

15. **Confidentiality**

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created by Contractor specifically for the College and/or the County as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. **Assignment and Subcontracting**

    a.   Neither Contractor nor College shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the other party, and any attempt to do any of the foregoing without such consent shall be of no effect.

    b.   Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

17. **No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the

right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College.

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Intentionally Omitted

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1.   **Contractor's/Vendor's Public Disclosure Statement**

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2.   **Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3.   **Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a.   Contractor shall not use County funds to assist, promote, or deter union organizing.

b.   No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

c.   The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d.   No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4.   **Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract,

subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered   employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. **Intentionally Omitted**

10. **Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on "Laws of Suffolk County" under "Suffolk County Links".

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1.   **Notices Relating to Payments, Reports, or Other Submissions**

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail E. Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2.   **Notices Relating to Insurance**

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3.   **Notices Relating to Termination and/or Litigation**

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall deliver to the College General Counsel and the County Attorney, at the addresses set forth below, a copy of such notice, claim or other legal process.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

4.   Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

5.   Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon

the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof with confirmation of receipt. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

6.   Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Exhibit D
CollegeNET Contract Documents

See attached pages

Master Services Agreement

Service Selection Addendum for Series25 Services

Series25 Service Level Agreement

Service Selection Addendum for Professional Services

Statement of Work #1: On-Site Quick Start Implementation Phase I

Statement of Work #2: Remote Series25 Database Development

Statement of Work #3: On-Site Quick Start Implementation Phase II

Master Services Agreement

Suffolk County Community College ("Customer") agrees to subscribe to certain services provided by CollegeNET, Inc. ("CollegeNET"), a Delaware corporation, subject to the terms and conditions of this Master Services Agreement ("Agreement"). This Agreement is effective August 30, 2013 ("Effective Date").

1. **Service Selection.** The term "Service" means the Services selected from time to time by Customer and the software licensed by CollegeNET to Customer. To select a Service, Customer and CollegeNET will execute a Service Selection Addendum. Each Service Selection Addendum will define the particulars of the Service to be provided by CollegeNET under such Addendum, including the duration of Customer's right to access the Service. As soon as commercially practical after execution of the Service Selection Addendum, or at a time otherwise agreed by the parties, CollegeNET shall configure and set up the Service on CollegeNET's servers for use by Customer. Customer and CollegeNET may from time to time designate additional Services under this Agreement by executing one or more additional Service Selection Addenda.

2. **Fees and Payment.** In consideration for the Services provided by CollegeNET, Customer agrees to pay CollegeNET the fees set forth in the applicable Service Selection Addendum. Fees are net of taxes and any charges imposed on CollegeNET as a result of Customer's payment process. If Customer is located outside of the United States, CollegeNET reserves the right to require payment of fees by wire transfer or letter of credit drawn on a United States-based bank or other bank approved by CollegeNET. If payment terms are not specified in the applicable Service Selection Addendum, payment is due within thirty (30) days of the date of invoice.

3. **License and Restrictions on Use.**

    3.1. Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the selected Services in accordance with this Agreement, the applicable Service Selection Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Services for any purpose, except to the extent such activity is expressly permitted by applicable law.

    3.2. The Services are not designed or intended for use in any situation where failure or fault of any kind of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Customer will not use the Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act.

4. **Documentation.** Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to use the documentation for the Services selected by Customer. After Customer returns a signed Service Selection Addendum to CollegeNET, CollegeNET will provide Customer with instructions on how to access the documentation for the selected Service from a secure portion of CollegeNET's website, www.corp.collegenet.com. All documentation on CollegeNET's website is CollegeNET Confidential Information (defined below).

5. **Training, Support, and Consulting Services.** Training, support, and consulting services for a particular Service selected by Customer may be available from CollegeNET. Such services may be specified in the applicable Service Selection Addendum or separately contracted for.

6. **Migratory Software.** If at any time CollegeNET offers to Customer a new software product ("Migratory Software") that provides at least substantially similar functionality to any software licensed by CollegeNET to Customer ("Licensed Software") and notifies Customer that the Migratory Software replaces certain Licensed Software, then CollegeNET's obligations to provide service, support, maintenance, and enhancements for the Licensed Software replaced by the Migratory Software will terminate automatically one (1) year after CollegeNET offers the Migratory Software to Customer.

7.   **Term and Termination.**

7.1.   **Term.** One (1) year, commencing on August 30, 2013, with an option to renew for additional one-year terms, at the sole and absolute discretion of the College. The term of a Service Selection Addendum will be specified in such Addendum.

7.2.   **Termination.** Either party may terminate this Agreement by providing ninety (90) days written notice to the other party. If either party defaults on any of its obligations under this Agreement (excluding payment obligations which are covered below), and the default continues for thirty (30) days after the non-defaulting party provides written notice thereof, then the non-defaulting party may, at its option, terminate this Agreement upon written notice.

7.3.   **Termination of Service Selection Addendum.** A Service Selection Addendum may be terminated in accordance with its terms. If Customer selects more than one Service from CollegeNET, termination of one Service Selection Addendum does not automatically terminate any other Service Selection Addenda or this Agreement. Termination of this Agreement automatically terminates any and all Service Selection Addenda.

7.4.   **CollegeNET's Additional Termination Rights.**

7.4.1.   Upon notice, CollegeNET may immediately suspend or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if: (a) Customer's use of the Services is subject to an order from a court or governmental entity stating that Customer's use of the Services must cease; or (b) in CollegeNET's reasonable judgment Customer presents a security risk to CollegeNET. To the extent possible, CollegeNET will notify Customer of the circumstances regarding the security risk or the terms of the order from the court or governmental entity, as applicable.

7.4.2.   Upon seven (7) days notice and a failure by Customer to cure, CollegeNET may modify, suspend, or terminate any or all Services, and/or restrict Customer's ability to use or access the Services, if, in CollegeNET's sole judgment, Customer's use of the Services: (a) violates any laws or governmental regulations, including, without limitation, child pornography, obscenity, data privacy, data transfer, or telecommunications laws; (b) may violate any intellectual property rights of CollegeNET or a third party; (c) may violate applicable export control regulations; or (d) violates any applicable CollegeNET policies regarding use of the Services.

7.4.3.   If Customer defaults in the payment of any sum of money due under this Agreement, and the default continues for twenty (20) days after CollegeNET provides written notice thereof, then CollegeNET may, at its option and upon written notice, terminate this Agreement and cease to perform all Services provided hereunder. At CollegeNET's sole option, CollegeNET may terminate only specified Service Selection Addenda and cease to perform all Services under such Addenda. The remedy contained in this section is in addition to any other rights and remedies available to CollegeNET under this Agreement, by operation of law, or otherwise.

7.5.   **Termination Remedies.** The right to terminate this Agreement in the event of default is in addition to any other rights and remedies available to the terminating party under this Agreement, by operation of law, or otherwise.

7.6.   **Survival.** Sections 7.5 (Termination Remedies), 7.6 (Survival), 9 (Confidentiality), 10 (Property Ownership), 12.3 (Disclaimer of Warranties), 13 (Intellectual Property Infringement), 14 (Limitation of Liability), 16 (Data), 17 (Taxes), 18 (Export Restrictions), and 20 (General) will survive termination of this Agreement. Payment obligations that arose prior to the date of termination will survive termination of the Agreement.

8.   **Customer's Responsibilities.** Customer agrees it is solely responsible for and assumes all liability relating to the

following:

8.1.   Decisions about its own computer and communications systems needed to access the Services;

8.2.   All content and data provided to CollegeNET by or through Customer for use with the Services; Customer shall retain backup copies of all such data and content initially provided to CollegeNET until implementation or set up of the Services is complete;

8.3.   Ensuring that any database underlying the Services is populated by Customer;

8.4.   Creating and maintaining password security for its personnel who are permitted to use the Services;

8.5.   Imposing usage restrictions on its personnel who are permitted to use the Services to ensure that their use will not violate this Agreement or any applicable laws or governmental regulations, infringe the rights of others, violate CollegeNET's usage policies, or interfere with CollegeNET's network or other networks; and

8.6.   All results obtained from using the Services.

9.   **Confidentiality.**

9.1.   **Confidential Information.** "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party, or which is deemed confidential by operation of law, including, but not limited to, the Family Educational Records and Privacy Act of 1974 and the New York State Freedom of Information Law (Public Officers' Law, Article 6). Confidential Information shall not include any information that: (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (b) was known by Receiving Party prior to Disclosing Party's disclosure of such information; (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Receiving Party without reference to Confidential Information. CollegeNET hereby designates the Services and all documentation as Confidential Information under this Agreement.

9.2.   **Obligations Regarding Confidential Information.** Receiving Party shall: (a) refrain from disclosing any Confidential Information of the Disclosing Party to third parties; (b) take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party; (c) refrain from disclosing, reproducing, summarizing, and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and (d) refrain from reverse engineering, decompiling, or disassembling any Confidential Information disclosed by Disclosing Party under this Agreement.

9.3.   **Permitted Use of Confidential Information.** Receiving Party may use Confidential Information only to accomplish the purposes of this Agreement. Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis, provided that such employees and consultants agree to maintain the confidentiality of the Confidential Information. Customer agrees that CollegeNET may disclose Customer's name and address to CollegeNET's suppliers as necessary to comply with its contractual obligations.

9.4.   **Ownership of Confidential Information.** All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.

9.5.   **Disclosure Required by Law.** Receiving Party may disclose Confidential Information in accordance with

applicable law, or a court or other governmental order, provided that Receiving Party either: (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent; or (b) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

9.6.   **Remedies.** Receiving Party will notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9.7.   All laws governing the "Confidential Information" of the Customer, including FERPA – Family Educational Rights and Privacy Act, HIPPA – Health Insurance Portability Act, Gramm-Leach-Bliley Act, New York State Information Security Breach and Notification Act, Sarbanes-Oxley Act and others that may apply to this Agreement will be strictly followed.

CollegeNET shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). Subject to Section 14 (Limitation of Liability), CollegeNET shall indemnify Customer against third party claims resulting from such breach to the extent caused by CollegeNET's negligent or willful acts or omission, or the negligent or willful acts or omissions of CollegeNET's agents, officers, employees or subcontractors.

9.8.   THE PARTIES ACKNOLWEDGE THT CUSTOMER IS BOUND BY THE REQUIREMENTS OF THE NEW Y ORK STATE FREEDOM OF INFORMATION LAW (Public Officers Law, Article 6). Customer acknowledges that CollegeNET has identified certain Confidential Information that may be provided to Customer pursuant to this Agreement as trade secrets that are excepted from disclosure under Public Officer's Law, Article 6, Section 87, subsection 2(d). If Customer receives a request for records that CollegeNET has identified as trade secrets that are excepted from disclosure, Customer will comply with the process set forth in Public Officer's Law, Article 6, Section 89, subsection 5, which includes informing CollegeNET of Customer's intent to determine whether the exception should be granted or continued.

10.   **Property Ownership.**

10.1.   **Ownership by CollegeNET.** All right, title, and interest in and to the Services (and the constituent elements thereof), including all: (a) registered and unregistered trademarks, service marks, and logos; (b) patents, patent applications, and patentable ideas, inventions, and/or improvements; (c) trade secrets, proprietary information, and know-how; (d) divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (f) other intellectual property, proprietary rights, or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of CollegeNET's Services, including documentation, ("CollegeNET Intellectual Property Rights") are owned by CollegeNET or its licensors. CollegeNET will retain all right, title, and interest in the hardware and software used to host the Services, including all related intellectual property rights. Customer agrees to make no claim of interest in or ownership of any such CollegeNET tangible property or CollegeNET Intellectual Property Rights. Customer acknowledges that no title to CollegeNET tangible property or CollegeNET Intellectual Property Rights is transferred to Customer, and that Customer does not obtain any rights, express or implied, in the Services, other than the rights to access and use the Services expressly granted in this Agreement.

10.2.   **Derivative Works.** To the extent that Customer creates any derivative work (any work that is based upon one or more preexisting versions of a work provided to Customer, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting works may be recast, transformed, or adapted) such derivative work

shall be owned by CollegeNET, and all right, title, and interest in and to each such derivative work shall automatically vest in CollegeNET. CollegeNET shall have no obligation to grant Customer any right in any such derivative work.

11. **Ownership Identification.** Customer will not remove, modify, or obscure any copyright, trademark, patent, or other proprietary rights notices that appear in CollegeNET documents and Services without CollegeNET's prior written consent. Customer may refer to its use of the Services in its own publications, provided that Customer complies with the requirements of this section, properly identifies the Services, and acknowledges CollegeNET as the provider of the Services.

12. **Warranties and Disclaimers**

    12.1. **Customer Warranties.** Customer represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. Customer represents and warrants that, to the best of its knowledge, the data Customer provides to CollegeNET is and will be accurate.

    12.2. **CollegeNET Warranties.** CollegeNET represents and warrants that it has the right to enter into this Agreement and that it will comply with all applicable laws. CollegeNET represents and warrants that it has the right to make the Services and documentation available pursuant to this Agreement. CollegeNET represents and warrants that the software licensed hereunder will perform all the functional capabilities described in, and otherwise conform in all material respects to, the specifications set forth in the applicable documentation. CollegeNet will use all commercially-reasonably efforts to ensure that the services or the software underlying the services are free of viruses or other harmful components during the term of the Agreement.

    12.3. **Disclaimer of Warranties.**

        12.3.1. **By CollegeNET's Suppliers.** COLLEGENET IS REQURIED BY CONTRACT TO INCLUDE THE FOLLOWING LANGUAGE IN ITS AGREEMENTS WITH CUSTOMERS:

        COLLEGENET'S SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

        12.3.2. **By CollegeNET.** COLLEGENET HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. COLLEGENET DOES NOT WARRANT THAT THE SERVICES OR THE SOFTWARE UNDERLYING THE SERVICES WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION, OR THAT THE DATA CUSTOMER STORES IN ANY SERVICE ACCOUNT WILL NOT BE LOST OR DAMAGED. THE SERVCIES ARE PROVIDED BY COLLEGENET ON AN "AS IS 'AND "AS AVAILABLE" BASIS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK.

13. **Intellectual Property Infringement.**

    13.1. Contractor and College agree to cooperate and coordinate in any defense or settlement of any action brought against Customer alleging that the Service infringes a United States patent or copyright or misappropriates a United States trade secret. CollegeNET will pay any costs and damages finally awarded against Customer that are attributable to the infringement action. Customer understands and agrees that as conditions of CollegeNET's obligations under this section Customer must: (a) notify

CollegeNET promptly in writing of the action; and (b) provide CollegeNET all reasonable information and assistance to defend or settle the action. Customer may participate in the defense or settlement of the action at its own expense.

13.2. If an infringement claim is made, CollegeNET may, at its option and expense: (a) replace or modify the Service so that it becomes noninfringing; (b) procure for Customer the right to continue using the Service; or (c) terminate the applicable Service Selection Addendum and refund any set up fee paid for the infringing Service.

13.3. CollegeNET has no liability to Customer to the extent infringement is caused by Customer and/or based upon: (a) materials or data provided by Customer; (b) modification of the Service by Customer or its users; (c) use of the Service as part of an infringing process; (d) a product or service made, sold, or provided by Customer; or (e) infringement by Customer that is deemed willful. In the case of (e), Customer shall reimburse CollegeNET for its attorney's fees and other costs related to the action upon a final judgment.

13.4. THIS SECTION IS SUBJECT TO THE LIMITATION OF LIABILITY SECTION CONTAINED IN THIS AGREEMENT AND STATES THE ENTIRE LIABILITY OF COLLEGENET AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SERVICES PROVIDED BY COLLEGENET UNDER THIS AGREEMENT.

14. **Limitation of Liability.** EXCEPT WHERE THIS EXCLUSION OR LIMITATION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL COLLEGENET OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLLEGENET'S SUPPLIERS HAVE ANY LIABILITY FOR DAMAGES ARISING FROM THE SERVICES. IN NO EVENT SHALL COLLEGENET'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. **Force Majeure.** Except for nonpayment of money due under this Agreement, neither party will be liable in damages or have the right to terminate this Agreement for any failure or delay in performing hereunder if such failure or delay is caused by conditions beyond its reasonable control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, natural disasters, failure by third party service providers (such as telecommunications companies), and/or any other cause beyond the reasonable control of the party whose performance is affected. The duration of any duties to be performed under this Agreement will be extended by the duration of such causes or conditions.

16. **Data.** Customer will provide the initial data required for any Service at a time, in a form, and on such media that the parties find mutually acceptable. CollegeNET will use appropriate administrative, technical, and physical security measures to safeguard the data provided by Customer and its users, and CollegeNET will not rent or sell personally identifiable data to third parties. Unless prohibited by law, CollegeNET may disclose personally identifiable data to third parties when CollegeNET reasonably believes it is necessary to do so in order to prevent abuse, fraud, or unlawful use of CollegeNET's Services, to protect CollegeNET's rights, safety, or property, or to protect the rights, safety, or property of CollegeNET's clients or other end users; or when CollegeNET reasonably believes doing so is necessary to comply with the law. CollegeNET may also disclose personally identifiable data to third party vendors and service providers who assist CollegeNET in performing internal functions necessary to operate CollegeNET's business (such as analyzing data, processing electronic payments, and fulfilling or delivering orders or other materials), provided that CollegeNET remains responsible for the security of the personally identifiable data disclosed to such third party vendors and service providers. In the event of a data security breach involving Customer's data, CollegeNET will notify Customer within one (1) business day after discovery of the breach, and CollegeNET will coordinate with Customer in responding to the breach. Customer is responsible for its users' use of data obtained from the Services provided by CollegeNET under this Agreement.

17. **Taxes.** Customer is responsible for payment to the proper authority of any applicable sales, use, or other tax owed by Customer for the Services provided under this Agreement. CollegeNET may request that Customer provide CollegeNET with proof of payment of any applicable taxes or proof of tax exempt status, and Customer agrees to provide such proof within thirty (30) days of receiving any such request. Customer will indemnify, defend, and hold harmless CollegeNET from and against all claims arising out of or resulting from Customer's failure or alleged failure to pay taxes due.

18. **Export Restrictions.** Customer agrees that it will comply with all applicable international and U.S. laws, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

19. **Replication of Agreement.** If Customer is a public college or university in the United States, Customer and CollegeNET agree that this Agreement, not including any Addenda, may be replicated so that other public colleges and universities located in the same state as Customer may contract with CollegeNET on the same terms and conditions as those contained in this Agreement. Any such replication or "piggybacking" requires the prior written consent of CollegeNET. Both CollegeNET and the public college or university desiring to replicate the Agreement must sign a Replication Agreement and a Service Selection Addendum for the Services to be provided to the public college or university under the replicated Master Services Agreement.

20. **General.**

    20.1. **Entire Agreement.** Any prior or contemporaneous agreements, contracts, promises, or representations between the parties or their representatives concerning the subject matter of this Agreement are merged into this Agreement and associated Service Selection Addenda, which, along with any other Addenda that specifically reference this Agreement, constitute the entire understanding between the parties concerning the subject matter of this Agreement.

    20.2. **Order of Precedence.** In the event of a conflict between this Agreement and an Addendum to this Agreement, the terms and conditions of the Addendum will control for the subject matter of such Addendum.

    20.3. **Modification of Agreement.** No modification of this Agreement will be valid unless in writing and signed by the parties or their authorized representatives.

    20.4. **Waiver.** No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

    20.5. **Governing Law.** This Agreement is governed by the laws of the United States of America and the laws of the State of New York, without regard to principles of conflicts of law.

    20.6. **Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

    20.7. **Headings.** The headings in this Agreement are inserted for convenience only and are not intended to have any legal effect.

    20.8. **Assignment.** Neither Customer nor CollegeNET may assign or otherwise transfer in whole or in part or in any manner any rights, obligations, or any interest in or under this Agreement without the other party's prior written consent, and any attempted assignment without such consent will be void. A merger or acquisition by a third party will be treated as an assignment.

    20.9. **Agreement Subject to Appropriation of Funds.** This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by Customer

under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

End of text of Master Services Agreement

Service Selection Addendum
For Series25® Services

This Service Selection Addendum for Series25® Services ("Series25 Addendum") supplements and amends the Master Services Agreement dated August 30, 2013 ("Agreement") between **Suffolk County Community College** ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 Addendum is between Customer and CollegeNET and is effective August 30, 2013 ("Addendum Effective Date").

1.   **Incorporation of Terms.** This Series25 Addendum incorporates all the terms, conditions, and definitions of the Agreement between Customer and CollegeNET. The parties agree that any standard terms and conditions included in or referenced by any document issued by one party to the other (such as a purchase order or invoice) will not apply.

2.   **Previous Agreements.** This Series25 Addendum supersedes and replaces the following previously executed agreement(s) between the parties:

    n/a

    In consideration of the termination of the above agreement(s), CollegeNET will send Customer an invoice for the prorated Annual Fee specified below, and Customer will pay the prorated Annual Fee to CollegeNET within thirty (30) days of the invoice date.

    Prorated Annual Fee: $n/a

3.   **Description of Series25® Products.** The Series25 products are software products that may be licensed by Customer and installed and operated at Customer's location. For the Series25 software products selected by Customer ("Licensed Software"), CollegeNET will make the Licensed Software available for download and installation by Customer. The Licensed Software will be provided in machine-readable or object code, not in programmer-readable or source code.

4.   **Description of Series25® Services.** The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.

5.   **Selection of Series25 Products.** Customer selects the following Series25 products ("Licensed Software"):

    [ ]   25Live

    [X]   SIS Interface:_ Banner_

6.   **Selection of Series25 Services.** Customer selects the following Series25 services ("Services):

    [X]   25Live

    [x]   25Live Publisher

7.   **Campus.** Customer may use the Licensed Software and Services for the following campus(es):

    Selden, NY; Riverhead, NY; Brentwood, NY

8.   **License and Restrictions on Use.** Conditioned upon Customer's timely payment of all applicable fees, CollegeNET grants to Customer a nonexclusive, nontransferable, limited right to access and use the Licensed Software and Services in accordance with the Agreement, this Series25 Addendum, and any applicable CollegeNET policies. Customer will not attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the Licensed Software or Services for any purpose. CollegeNET hereby designated the Licensed Software and all documentation as Confidential Information under the Agreement.

9.   **Fees for the Licensed Software and Services Selected by Customer.**

9.1.   **Initial Fee.** Customer will pay CollegeNET an initial fee ("Initial Fee") for the Licensed Software and Services. The Initial Fee is specified below. CollegeNET will send Customer an invoice for the Initial Fee, and Customer will pay the Initial Fee to CollegeNET within thirty (30) days of the invoice date.

Initial Fee: $57,900.00

9.2.   **Quarterly Fee.** Commencing March 1, 2014, Customer will pay CollegeNET a quarterly fee ("Quarterly Fee") for the Licensed Software and Services. The Quarterly Fee will be billed in arrears at the end of each calendar quarter. The first Quarterly Fee will cover the period March 1 – 31, 2014, and will be prorated to $1,844.70. The second Quarterly Fee will cover the period April 1 – June 30, and will be $5,590.00. At the end of each calendar quarter thereafter, CollegeNET will send Customer an invoice for the Quarterly Fee. Customer will pay the Quarterly Fee to CollegeNET upon receipt of the invoice. CollegeNET will notify Customer by invoice of the amount of each Quarterly Fee. Any increase in the amount of the Quarterly Fee will be subject to Section 11 (Fee Increases) below.

Quarterly Fee: $5,590.00

9.3.   **25Live Accounting Function.** CollegeNET's 25Live service includes the capability to set up and manage billing accounts; generate invoices and pre-defined accounting reports against Customer's Series25 pricing data; and record payments received. Use of the 25Live accounting function is at Customer's option. Customer will notify CollegeNET in writing when it wants to begin using the 25Live accounting function. Within thirty (30) days after receiving Customer's request, CollegeNET will set up one (1) institutional account for Customer which will include three (3) user accounts so that Customer can access the 25Live accounting function. There will be no charge for this one (1) institutional account and the three (3) associated user accounts. If Customer wants more than one institutional account to access the 25Live accounting function, Customer will notify CollegeNET in writing, and CollegeNET will set up the additional institutional account(s) for Customer within a reasonable period of time after receiving Customer's request. Each additional institutional account will cost $250.00 per quarter, and will include three (3) associated user accounts. At the end of each calendar quarter, CollegeNET will invoice Customer in arrears for any additional institutional accounts, and Customer will pay CollegeNET within thirty (30) days of the invoice date.

9.4.   **Online Registration Forms.** CollegeNET's 25Live service includes the capability to create and process online registration forms. Use of the online registration capability is *at Customer's option.* If Customer creates an online registration form, and the form has an associated fee, CollegeNET will collect the fees paid by debit card, online check, Visa, MasterCard, or Discover card. If the box below is checked, CollegeNET will also collect fees paid by American Express card. CollegeNET will remit to Customer on the 15th of each month an amount equal to all online registration fees collected during the previous month less three percent (3%) or $50.00, whichever is less, of each online registration fee (the "Processing Fee"), plus a three percent (3%) bank fee for all transactions other than American Express transactions and a four percent (4%) bank fee for American Express transactions. Customer will reimburse CollegeNET for all charge backs, cancelled payments, or stop payments (including fees) from credit card companies or banks ("Charges") associated with collection or refund of Customer's online registration fees. If Customer authorizes refund of an online registration fee, Customer will also reimburse

CollegeNET for the applicable Processing Fee. CollegeNET may subtract any such Processing Fees and Charges from the amount to be remitted to Customer.

☐ *American Express Selected*

10. **Customers Located Outside of the United States.** If Customer is located outside of the United States, CollegeNET reserves the right to require payment by letter of credit drawn on a United States-based bank or other financial institution approved by CollegeNET.

11. **Fee Increases.** All fees are net of taxes. CollegeNET reserves the right to increase fees no more often than once per calendar year. Any such increase will not exceed the percentage growth in the National Consumer Price Index reported for the preceding calendar year by the U.S. Department of Labor.

12. **Warranties.** In addition to the warranties set forth in Section 12.2 (CollegeNET Warranties) of the Master Services Agreement, CollegeNET represents and warrants that the Licensed Software will perform all the functional capabilities described in, and otherwise conform in all material respects to, the specifications set forth in the applicable documentation. The performance warranties stated in this Section do not apply to conditions caused by any of the following: (1) misuse, alteration, modification, or negligent operation of the Licensed Software by Customer; (2) failure by Customer to provide a suitable operating environment for the Licensed Software; or (3) Customer's use of the Licensed Software with any equipment or software that CollegeNET has not approved for use with the Licensed Software.

13. **Term.** This Series25 Addendum commences on the Addendum Effective Date specified above and continues until June 30. Provided that Customer has timely paid the fees specified in this Series25 Addendum, this Series25 Addendum will automatically renew for a one (1) year period on July 1 of each year thereafter.

14. **Termination.**

14.1. Either party may terminate this Series25 Addendum by providing ninety (90) days written notice to the other party. Termination of this Series25 Addendum terminates all licenses and access rights granted to Customer under this Series25 Addendum. If Customer wants to terminate its rights to use or access some, but not all, of the Licensed Software and/or Services selected under this Series25 Addendum, Customer will notify CollegeNET in writing. In case of either complete or partial termination, Customer will pay to CollegeNET the Quarterly Fees that accrued or would have accrued through the date of termination for the terminated Licensed Software and/or Services.

14.2. Upon termination of any license or access right granted under this Addendum, Customer will either return to CollegeNET or destroy, and provide CollegeNET with an affidavit of destruction of, all originals and copies of the applicable Licensed Software and documentation.

15. **Delivery and Installation of Licensed Software.** After execution of this Addendum, CollegeNET will make available for download by Customer the selected Licensed Software. CollegeNET will provide Customer with a license key that will permit operation of the Licensed Software. Customer will assign qualified personnel to install the Licensed Software and will provide such personnel with any operating systems or other hardware or software tools needed for installation of the Licensed Software. Implementation services are not covered by this Addendum. Customer and CollegeNET may enter into a separate written Addendum for such implementation services.

16. **Conditions for 25Live Services.** If Customer is purchasing the right to use 25Live Services, CollegeNET will set up two (2) secure databases on CollegeNET-hosted servers. Customer will either populate the databases with all data required for the Services or provide the data to CollegeNET in a mutually agreed upon format for batch upload into the databases. At any time prior to termination of this Series25 Addendum, Customer may submit a written request to CollegeNET for a copy of Customer's 25Live production data. Provided that Customer has paid all applicable fees, CollegeNET will, within thirty (30) days after receipt of Customer's written request, provide in XML format Customer's 25Live production data from the database on CollegeNET-hosted servers. In the event this Series25 Addendum is terminated, CollegeNET will delete the two (2) secure databases on CollegeNET-hosted servers.

17. **Conditions for R25 Software and/or 25Live Software.** If Customer is purchasing the right to use 25Live Licensed Software, Customer may copy 25Live for backup or testing purposes, but may not copy 25Live to create additional databases for any other purpose.

18. **Contacts.** Customer appoints the persons specified below to coordinate communications between CollegeNET and Customer regarding the Licensed Software and Services. Customer agrees to instruct its user community to direct questions, comments, and suggestions to the Application User Contact, who will relay these to CollegeNET when appropriate. Customer agrees to notify CollegeNET promptly of any changes to any of the contacts' information.

Application User Contact

Name: Neftali Collazo
Title: College Director of Special Events and Programs
Address: Suffolk County Community College
               1001 Crooked Hill Road
               Brentwood, NY 11717
Phone: (631) 851-6914
Email: collazn@sunysuffolk.edu

Application Technical Contact

Name: Gary Ris
Title: College Associate Dean of Computer Information Systems
Address: Suffolk County Community College
               533 College Road
               Selden, NY 11784
Phone: 631-451-4205
Email: _____

Accounting Contact (to receive invoices)

Name: Gail E. Vizzini
Title: Vice President, Business and Financial Affairs
Address: Suffolk County Community College
               533 College Road
               Selden, NY 11784
Phone: 631-451-4231
Email: vizzin@suny.edu

19. **Support.**

19.1. **Proper Environment.** CollegeNET's obligations to provide support, service, maintenance, and enhancements are conditioned upon Customer using the Licensed Software and the Services with the hardware, operating system, database, web browser, and software utilities (including the current versions thereof) that CollegeNET recommends. In addition, Customer agrees to use reasonable efforts to develop staff knowledge and expertise in the implementation, use, and maintenance of the Licensed Software and the Services.

19.2. **Customer Support.** CollegeNET will provide support for the Licensed Software and the Services in accordance with the terms of this Addendum and CollegeNET's then current written Series25 Customer Handbook.

19.3. **Support Tickets.** A "Support Ticket" will be generated for each discrete issue, concern, or matter directly relating to the Licensed Software and the Services for which Customer requests assistance, other than

routine administrative tasks. CollegeNET will provide reasonable support at no additional charge to Customer. If in CollegeNET's reasonable judgment Customer's use of support becomes excessive or is otherwise unreasonable, CollegeNET may require Customer to obtain training and/or consulting services to address its needs.

20. **Training and Consulting.** If Customer requests training or consulting services from CollegeNET, Customer and CollegeNET may enter into a separate written Addendum.

21. **Survival.** In addition to payment obligations accrued prior to the termination date and the sections specified in the Agreement, the following sections of this Series25 Addendum will survive termination of this Addendum: Survival, Order of Precedence.

22. **Order of Precedence.** In the event of a conflict between the Master Services Agreement and this Series25 Addendum, the terms and conditions of this Series25 Addendum will control for the subject matter of this Addendum.

End of text of Service Selection Addendum for Series25 Services

Series25®
Service Level Agreement

This Series25® Service Level Agreement ("Series25 SLA") supplements and amends the Series25 Addendum dated August 30, 2013 ("Addendum") between **Suffolk County Community College** ("Customer") and CollegeNET, Inc. ("CollegeNET").

This Series25 SLA is between Customer and CollegeNET and is effective August 30, 2013 ("SLA Effective Date").

1. **Incorporation of Terms.** This Series25 SLA incorporates all the terms, conditions, and definitions of the Addendum between Customer and CollegeNET.

2. **Description of Series25® Services.** The Series25 services are delivered using a software as a service ("SaaS") model hosted by CollegeNET. For the Series25 services selected by Customer ("Services"), Customer may access the Services via secure Internet connection.

    2.1. **25Live®** enables Web-based event calendaring, scheduling, and publishing.

    2.2. **X25®** provides Web-based analytics for space utilization management and business intelligence.

    2.3. **R25® Training Tools Package** is a Web-based learning system for R25 end users.

    2.4. **R25i®** is full-featured event, space, and resource management software hosted by CollegeNET and delivered via Citrix.

    2.5. **Schedule25® (with R25i®)** enables automated, optimized, classroom scheduling hosted by CollegeNET and delivered via Citrix.

    2.6. **R25® WebViewer (with R25i®)** provides a Web-based master calendar to the R25/R25i event data.

3. **Maintenance.**

    3.1. **Scheduled Maintenance.** Many of the tasks necessary to repair, maintain, or improve operation of the Series25 Services can be accomplished without interrupting access to the Services. For tasks that do require interrupting access to the Services, CollegeNET will notify Customer via email at least five (5) days in advance of the interruption. CollegeNET will use reasonable efforts to schedule such interruptions for off-peak (low usage) times.

    3.2. **Unscheduled Maintenance.** If access to the Services is interrupted without prior notice, CollegeNET will, if possible, promptly present a maintenance page to users attempting to access the Services. The maintenance page will indicate that the Services are temporarily unavailable and include other appropriate information, such as how long the interruption is expected to last, if known, and how to contact CollegeNET with questions or concerns. CollegeNET will notify Customer via email if the interruption is expected to last more than two (2) hours.

4. **Service Level.**

    4.1. **Guaranty.** The Series25 Services will be available for use 99.9% of the time in any given calendar quarter, excluding interruptions resulting from: (a) Scheduled Maintenance (described above); (b) Customer equipment or LAN failure; (c) Customer caused disruptions; (d) interconnections to or from the Internet; and (e) force majeure events.

4.2. **Service Level Credit.** If Customer is unable to access the Services (a "Service Level Failure"), Customer should contact CollegeNET Support to report the incident. A Service Level Failure begins upon receipt by CollegeNET of an incident report and ends when the affected Service is operational. As its sole and exclusive remedy, Customer will be entitled to a "Service Level Credit" if: (a) Customer reports more than two (2) Service Level Failures for the same Service in a calendar quarter; (b) the Service Level Failures were not the result of any of the causes specified in Section 4.1 above; and (c) Customer requests a Service Level Credit in writing within thirty (30) days after the end of the calendar quarter in which the Service Level Failures occurred. If all of the above conditions are satisfied, CollegeNET will apply a Service Level Credit to Customer's account in an amount equal to ten percent (10%) of the Quarterly Fee (or ten percent (10%) of one fourth (1/4) of the Annual Fee, if applicable) for the affected Service. An unused Service Level Credit will not have any cash value at the end of the Addendum term or otherwise.

5. **Software Updates.**

5.1. **Patches.** CollegeNET will periodically apply patches to the software underlying the Series25 Services. CollegeNET will notify Customer via email at least five (5) days before applying a patch, unless CollegeNET determines there is an urgent need to apply a patch.

5.2. **25Live and X25.** CollegeNET will periodically upgrade the software underlying the 25Live and X25 Services. Three (3) weeks before a scheduled release date, CollegeNET will send Customer an email announcing the release date and providing an overview of the expected functionality of the upcoming release.

   5.2.1. **25Live – Database Hosted by CollegeNET.** On the release date, CollegeNET will upgrade Customer's test instance(s) of 25Live and send Customer an email with the release notes. Four (4) weeks after the release date, without additional notice, CollegeNET will upgrade Customer's production instance(s) of 25Live.

   5.2.2. **25Live – Database at Customer Site.** On the release date, CollegeNET will make available the new 25Live static application code on CollegeNET's server and will send Customer an email with the release notes and instructions for how Customer must configure its web server to access the new code. Customer agrees to follow the instructions within a reasonable period of time after the release date. If Customer falls more than two (2) releases behind, Customer will forfeit its right to receive credit for inability to access the Services due to Unscheduled Maintenance.

   5.2.3. **X25.** On the release date, CollegeNET will upgrade the X25 software and send Customer an email with the release notes.

6. **Refresh of 25Live Test Instance Data.** Within three (3) business days of receiving Customer's written request, CollegeNET will refresh the data in Customer's test instance(s) of 25Live with current data from Customer's production instance of 25Live. CollegeNET will refresh Customer's data no more frequently than two (2) times per release cycle and no more than eight (8) times per calendar year.

7. **Support.**

7.1. **Standard Support Hours.** CollegeNET's standard support hours are Monday through Friday, 6:00 a.m. to 6:00 p.m. Pacific Time, excluding holidays observed by CollegeNET. However, at least one system administrator is on-call at all times. The monitoring system that automatically tracks mission critical servers at CollegeNET will contact the on-call system administrator if a system or security issue arises. Phone, email, and desktop sharing tools are available to support personnel troubleshooting Customer support issues. Please see CollegeNET's Series25 Customer Support Handbook for additional information about accessing CollegeNET support.

7.2. **Response Times for Support Requested During Standard Support Hours.** CollegeNET will use commercially reasonable efforts to respond to Customer's request for support in accordance with the following:

Request Type	Description of Request Type	Response Time
Emergency	Wholesale system failure or severe data issue that requires immediate attention.	Within 2 hours
Urgent	Normal operation is interrupted or delayed by software or system problems. Customer's site is having problems during a critical operation (such as term room assignments or interfacing with student information system). Customer is experiencing progressive problems that may be impacting database integrity.	Within 4 hours
Important	Time critical need for information or assistance (such as need information to produce a report by next week). An emergency or urgent problem for which CollegeNET or Customer has implemented a temporary workaround.	Within 1 business day
Information	Need for download instructions, documentation, or other resources. Question about how to use the software.	Within 2 business days
Suggestion	Idea for improving CollegeNET products and services (such as suggesting a report that could be added to the standard R25 report set).	Varies

8. **Backups.** CollegeNET will perform automated and encrypted network backups on a regularly scheduled basis and will store archives to a large tape library. Series25 Services will remain accessible during backups and will be configured to provide for continual operation. Backup copies will be kept: (a) on-site, in a secure location for quick restoration; (b) off-site locally, with a third party secure storage provider; and (c) off-site remotely, in a co-location facility in a seismically stable zone for restoration should CollegeNET's primary server facility be compromised to such an extent that the Services cannot be restored within a commercially reasonable timeframe from the on-site or local off-site backups. In addition to backups, most CollegeNET servers use RAID technology to greatly increase the reliability of the information while on disk.

9.   **Disaster Recovery.** Provided that standard communication channels remain open following a disaster that impacts CollegeNET's ability to deliver Services, CollegeNET shall provide Customer timely notice of the disaster. CollegeNET will use commercially reasonable efforts to restore Services critical to Customer's business operations as soon as possible. If a disaster results in a Service being unavailable to Customer for more than 48 continuous hours, CollegeNET will not charge Customer for the affected Service for the number of the days that the Service remains unavailable.

End of text of Series25 Service Level Agreement

Service Selection Addendum
For
Professional Services

This Service Selection Addendum for Professional Services ("Services Addendum") supplements a Master Services Agreement dated August 30, 2013 ("Agreement") between CollegeNET, Inc. ("CollegeNET") and **Suffolk County Community College** ("Customer").

The effective date of this Services Addendum is August 30, 2013 ("Effective Date").

1. **Incorporation of Terms.** Except as specifically stated herein, this Services Addendum incorporates all the terms, conditions, and definitions of the Agreement between Customer and CollegeNET and any applicable Addenda.

2. **Term and Termination.** This Services Addendum commences on the Effective Date specified above and will remain in effect until terminated in accordance with its terms. Either party may terminate this Services Addendum by providing written notice of termination to the other party. Termination of this Services Addendum will become effective on the later of thirty (30) days after the date of the termination notice or the date when there are no Services remaining to be provided under a Statement of Work that references this Services Addendum. Payment obligations that arose prior to the date of termination will survive termination of this Services Addendum.

3. **Description of Professional Services.** Customer desires CollegeNET to provide, and CollegeNET agrees to provide to Customer, the professional services (the "Services") specified in a Statement of Work ("SOW") that has been signed by both parties and that references this Services Addendum.

4. **Fees and Expenses.** Customer will pay CollegeNET fees for Services, as provided in the applicable Statement of Work. Customer will reimburse CollegeNET for all necessary, reasonable, and authorized expenses incurred by CollegeNET in the performance of the Services, including travel, provided that such expenses are authorized in advance by Customer, either specifically or in the aggregate, and such expenses do not exceed the amounts specified in Customer's expense reimbursement policy. CollegeNET will submit expense reimbursement requests reasonably promptly and will provide such supporting documentation as Customer reasonably requests. Unless otherwise specified in the applicable Statement of Work, payment is due within thirty (30) days of the date of invoice. CollegeNET is authorized to cease work under this Services Addendum if Customer has an overdue balance, and CollegeNET will not be responsible for missed deadlines, which may be affected by such authorized cessation of work.

5. **Acceptance.** CollegeNET will notify Customer when CollegeNET believes the Services covered by a Statement of Work have been completed, and CollegeNET will invoice Customer in accordance with the applicable Statement of Work. If Customer does not object within ten (10) days after such invoice, CollegeNET will deem the Services to have been completed and accepted by Customer.

6. **Independent Contractor.** CollegeNET is an independent contractor that provides professional services to industry and the public. Nothing herein will prevent CollegeNET from continuing to provide such services to others, except to the extent they may directly conflict with CollegeNET's duties under this Services Addendum.

End of text of Service Selection Addendum for Professional Services

Statement of Work #1

Title: On-Site Quick Start Implementation Phase I

This Statement of Work is an amendment to the Service Selection Addendum for Professional Services ("Services Addendum") dated August 30, 2013 between CollegeNET, Inc. ("CollegeNET") and **Suffolk County Community College** ("Customer").

The effective date of this Statement of Work is _____, 2013.

1. **Description of Services.** CollegeNET will provide the following services to Customer ("Services"):

    CollegeNET consultant will work directly with customer core implementation team to review institutional scheduling policies & procedures and map those to CollegeNET Series25 best practices. This service will prepare the Customer implementation team on how to collect the data necessary for the Series25 Database Development step. Quick Start Phase I includes registration for Customer to attend *25Live Administration Utility* eLearning course that should be attended prior to CollegeNET's Phase II campus visit.

2. **Customer Provided Resources.** Customer will provide the following resources to CollegeNET:

    The following must be provided in preparation for and during the delivery of the service:

    -   Access to 25Live & Banner Interface installations. These installations must be the latest versions of the software.
    -   A training/conference room with data projection capabilities (available to both your 25Live installation and the consultant's computer).
    -   Whiteboard and Markers.
    -   Ability to logon to 25Live using an Administrative account.
    -   Internet Access and/or guest access to your campus wireless network.
    -   Facilitated access to your Banner SIS.
    -   Computer Workstations with 25Live access for all training participants

3. **Schedule.** CollegeNET expects to provide the Services in accordance with the following schedule:

    To be determined.

4. **Cost.** $11,000.00 plus travel related expenses, in accordance with College policy.

5. **Cancellation.** Customer may cancel the Services to be performed under this Statement of Work by providing written notice to CollegeNET. Customer agrees to pay a cancellation fee of: (a) ten percent (10%) if cancellation notice is received more than two (2) weeks prior to scheduled Services delivery; or (b) twenty-five percent (25%) if cancellation notice is received between one (1) and two (2) weeks prior to scheduled Services delivery; or (c) fifty percent (50%) if cancellation notice is received less than one (1) week prior to scheduled Services delivery. In addition, Customer will reimburse CollegeNET for any non-cancellable travel expenses associated with the cancelled Services.

6. **Changes.** This Statement of Work may contain estimates of the time and cost to complete the Services described above. These estimates are derived from CollegeNET's current understanding of the project parameters and are based on information provided by Customer and CollegeNET's experience with other projects. These estimates are subject to change if there are any changes in the information, assumptions, project scope, Customer provided resources, Customer's performance of its responsibilities, or any other relevant factors, whether any such changes are within or outside the control of CollegeNET or Customer. CollegeNET will notify

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Customer of any impact to schedule and/or cost resulting from the change. If both parties want to proceed with the project, the parties will execute a Change Request document that modifies this Statement of Work to reflect the change.

End of text of Statement of Work #1

Statement of Work #2

Title: Remote Series25 Database Development

This Statement of Work is an amendment to the Service Selection Addendum for Professional Services ("Services Addendum") dated August 30, 2013 between CollegeNET, Inc. ("CollegeNET") and **Suffolk County Community College** ("Customer").

The effective date of this Statement of Work is _____, 2013.

1. **Description of Services.** CollegeNET will provide the following services to Customer ("Services"):

   CollegeNET consultant will coordinate with Customer team to obtain necessary data elements in a spreadsheet format (typically collected and sent to consultant 4 weeks after Phase I). Upon receipt of collected data, CollegeNET consultant will develop the Series25 database with Customer business practices in mind. Service will result in delivery of a Suffolk CCC database ready for Quick Start Implementation Phase II.

2. **Customer Provided Resources.** Customer will provide the following resources to CollegeNET:

   The following must be provided in preparation for and during the delivery of the service:

   - Access to all 25Live and Banner Interface installations.
   - Ability to logon to Series25 using an Administrative account.
   - Facilitated access to Customer Banner student system and project manager.

3. **Schedule.** CollegeNET expects to provide the Services in accordance with the following schedule:

   To be determined.

4. **Cost.** $5,000.00.

5. **Cancellation.** Customer may cancel the Services to be performed under this Statement of Work by providing written notice to CollegeNET. Customer agrees to pay a cancellation fee of: (a) ten percent (10%) if cancellation notice is received more than two (2) weeks prior to scheduled Services delivery; or (b) twenty-five percent (25%) if cancellation notice is received between one (1) and two (2) weeks prior to scheduled Services delivery; or (c) fifty percent (50%) if cancellation notice is received less than one (1) week prior to scheduled Services delivery. In addition, Customer will reimburse CollegeNET for any non-cancellable travel expenses associated with the cancelled Services.

6. **Changes.** This Statement of Work may contain estimates of the time and cost to complete the Services described above. These estimates are derived from CollegeNET's current understanding of the project parameters and are based on information provided by Customer and CollegeNET's experience with other projects. These estimates are subject to change if there are any changes in the information, assumptions, project scope, Customer provided resources, Customer's performance of its responsibilities, or any other relevant factors, whether any such changes are within or outside the control of CollegeNET or Customer. CollegeNET will notify Customer of any impact to schedule and/or cost resulting from the change. If both parties want to proceed with the project, the parties will execute a Change Request document that modifies this Statement of Work to reflect the change.

End of text of Statement of Work #2

Statement of Work #3

Title: On-Site Quick Start Implementation Phase II

This Statement of Work is an amendment to the Service Selection Addendum for Professional Services ("Services Addendum") dated August 30, 2013 between CollegeNET, Inc. ("CollegeNET") and **Suffolk County Community College** ("Customer").

The effective date of this Statement of Work is _____, 2013.

1. **Description of Services.** CollegeNET will provide the following services to Customer ("Services"):

    CollegeNET consultant will work with Customer staff to familiarize system administrators with key Series25 implementation concepts including: Use of Configuration tool, system security and end user training to a maximum of 12 participants. Phase II includes registration for Customer to attend *Configuring Series25* eLearning course that should be attended prior to CollegeNET's campus visit.

2. **Customer Provided Resources.** Customer will provide the following resources to CollegeNET:

    The following must be provided in preparation for and during the delivery of the service:

    -   Access to 25Live & Banner Interface installations. These installations <u>must</u> be the latest versions of the software.
    -   A training/conference room with data projection capabilities (available to both your 25Live installation and the consultant's computer).
    -   Whiteboard and Markers.
    -   Ability to logon to 25Live using an Administrative account.
    -   Internet Access and/or guest access to your campus wireless network.
    -   Facilitated access to your Banner SIS.
    -   Computer Workstations with 25Live access for all training participants

3. **Schedule.** CollegeNET expects to provide the Services in accordance with the following schedule:

    To be determined.

4. **Cost.** $11,000.00 plus travel related expenses, in accordance with College policy.

5. **Cancellation.** Customer may cancel the Services to be performed under this Statement of Work by providing written notice to CollegeNET. Customer agrees to pay a cancellation fee of: (a) ten percent (10%) if cancellation notice is received more than two (2) weeks prior to scheduled Services delivery; or (b) twenty-five percent (25%) if cancellation notice is received between one (1) and two (2) weeks prior to scheduled Services delivery; or (c) fifty percent (50%) if cancellation notice is received less than one (1) week prior to scheduled Services delivery. In addition, Customer will reimburse CollegeNET for any non-cancellable travel expenses associated with the cancelled Services.

6. **Changes.** This Statement of Work may contain estimates of the time and cost to complete the Services described above. These estimates are derived from CollegeNET's current understanding of the project parameters and are based on information provided by Customer and CollegeNET's experience with other projects. These estimates are subject to change if there are any changes in the information, assumptions, project scope, Customer provided resources, Customer's performance of its responsibilities, or any other relevant factors, whether any such changes are within or outside the control of CollegeNET or Customer. CollegeNET will notify Customer of any impact to schedule and/or cost resulting from the change. If both parties want to proceed with

the project, the parties will execute a Change Request document that modifies this Statement of Work to reflect the change.

End of text of Statement of Work #3

End of Text for Exhibit D