


GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein
FROM: Walter S. Pudelko 
DATE: August 19, 2014
RE: Agenda Item for August 2014

Systems 3000 Software License Agreement, 2014-2015

Request Board ratify the renewal of the one-year Systems 3000 Software License Agreement for the 2014-2015 school year.

WSP/b

SYSTEMS 3000 INC.

615 HOPE RD. EATONTOWN, New Jersey 07724

Annual Software License Agreement

SOFTWARE: Visual Fund Accounting, Visual Payroll, and Visual Personnel

LICENSE TYPE: SINGLE USER // MULTIUSER/NETWORK // *NETWORK ENTERPRISE*

CLIENT: GLASSBORO BOARD OF EDUCATION

EFFECTIVE: JULY 1ST 2014

1. The Client may use the software product identified above as the "Software" on a standalone computer or on a network identified above as the "License Type".
2. SYSTEMS 3000 grants the Client the right to use the software on a single machine or network as may be determined by the License Type. You may not use, copy, modify or transfer the software, or any copy, modification, or merged portion, in whole or in part, except as expressly permitted by this agreement. Any portion of the software merged into another program continues to be subject to the terms and conditions of this Agreement. You acknowledge that all rights in the software, including the rights to modify the software and to incorporate it in other programs, remain with SYSTEMS 3000.
3. SYSTEMS 3000 will furnish support services to all installed SYSTEMS 3000 Applications in consideration of payment of SYSTEMS 3000 annual Software License fee. Support services shall begin on the *effective date* and shall continue for a period of one year.
4. Software license renewal must be renewed from year to year. In the event that the Software license is not renewed on the terms presented by Systems 3000 for the next successive year, in writing, by Client on or before July 30, then this Agreement shall be deemed null and void and of no further force and effect, and the parties hereunder shall have no further liability to each other. In such an event, Systems 3000 shall have the right any time, on reasonable prior notice, to access Client's computer system for the sole purpose of removing any and all applications which have been installed by SYSTEMS 3000. In the event that Client fails to make such access available, Client shall continue to pay SYSTEMS 3000 the License Fee until such time as such access has been granted, but same shall not obligate Systems 3000 to provide any services hereunder.
5. SYSTEMS 3000 shall invoice the Client for the Annual Software License in two equal payments totaling \$ 20,513 (the "License Fee"), first billing in July, second billing in December of each year, which will be paid by client within 30 days. The License Fee shall be subject to increase on an annual basis.
6. Annual Software License shall include 800 number telephone support line, software updates and modifications to provide the Client with continued conformity to the New Jersey Department of Education GAAP requirements specific to the New Jersey Public School Districts.
7. The Client shall make the equipment and SYSTEMS 3000 application files available to SYSTEMS 3000 for this purpose at a time reasonably convenient to Client and SYSTEMS 3000.
8. SYSTEMS 3000 normal service hours for purposes of this Agreement are 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays.
9. SYSTEMS 3000 representatives shall, at a time reasonably convenient to SYSTEMS 3000 and Client, have full and free access to the devices to perform services thereon. SYSTEMS 3000 shall not be held responsible for failure to render service due to causes beyond its control.
10. SYSTEMS 3000 may, without prior written notice to Client, increase the maintenance fee after one year from the commencement date of services.
11. Application data recovery as a result of: negligence of the Client, its agents, servants or employees, failure of communication media not maintained by SYSTEMS 3000, damage resulting from other equipment and loss or damage from an external cause or due to fire; acts of God or other casualty shall be at the Clients expense.
- 12.1 Annual Software License shall NOT include data recovery services for loss of data when back-up files are not available to SYSTEMS 3000 due to negligence to perform daily back-up by Client, its agents or employees. In the event of data recovery services, SYSTEMS 3000 shall provide the Client with written notice for Client approval before initiating data recovery services.

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12.2 LIMITATIONS TO SERVICE COVERAGE. THIS SERVICE AGREEMENT IS OF LIMITED DURATION AND COVERAGE. It extends only to original purchasers of SYSTEMS 3000 financial applications. This Annual Software License agreement extends only to uses for which SYSTEMS 3000 financial applications were designed. In no event shall SYSTEMS 3000 be liable for any loss or damages whatsoever or howsoever caused arising directly or indirectly in connection with this LICENSE, the Software, its use or otherwise except to the extent that such liability may not be lawfully excluded. Notwithstanding the generality of the foregoing, SYSTEMS 3000 expressly excludes liability for indirect, special, incidental or consequential loss or damage which may arise in respect of the Software or its use, or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings. In no event shall SYSTEMS 3000 or anyone involved in the creation or documentation of the software be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, interruption of business activity, loss of business information, or other monetary loss) arising out of the use or inability to use the software or documentation. You agree not to obtain or use the software in any state or country that does not allow the exclusion or limitation of liability for consequential or incidental damages.

THIS SERVICE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

EXECUTED THIS DAY OF

22nd May, 2014

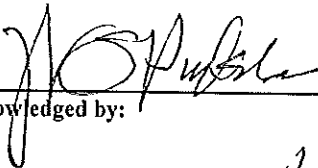
SYSTEMS 3000 INC.

615 Hope Rd

EATONTOWN NJ 07724

CLIENT: GLASSBORO BOARD OF EDUCATION

Acknowledged by:



WALTER S. PUDELKO, BUSINESS ADMINISTRATOR

Please Print Name & Title