

Glassboro Public Schools



MEMO

To: Al Lewis

From: Michael Sloan

Date: 05/27/2026

Re: Systems 3000 Software License Agreement

Recommend approval of the Software License Agreement between the Glassboro Board of Education and Systems 3000 for the period of July 1, 2026 through June 30, 2027, in the amount of \$26,150.00.

SYSTEMS 3000 INC.

740 Broad Street Suite 1, Shrewsbury

NEW JERSEY 07702

1 Year(s) Software License Agreement

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

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

CLIENT: Glassboro School District

560 Joseph L Bowe Blvd

Glassboro

NJ 08028

EFFECTIVE DATE : 07/01/2026

CONTRACT NUMBER : 360S-M3-B0029

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. In exchange for the payment of the License Fee and subject to the terms and conditions, and upon the limitations, set forth in this Agreement, SYSTEMS 3000 grants the Client, and Client accepts, the non-exclusive and non-transferrable right to use the Software on a single machine or network as may be determined by the License Type. Client may not use, copy, modify or transfer the Software, or create derivative works based on the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly permitted by this Agreement. Client may not reverse engineer, decompile, disassemble, copy or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Software. Any portion of the Software merged into another program continues to be subject to the terms and conditions of this Agreement. Client acknowledges and agrees that all right title and interest in the Software, including the rights to modify the Software, all improvements and derivatives thereof and modifications thereto, and to incorporate it in other programs, shall at all times belong to and be the property of SYSTEMS 3000.
3. All copies of the Software (whether made by Client or provided by SYSTEMS 3000) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by SYSTEMS 3000 at any time.
4. Client may not rent, lease, assign or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties unless specifically authorized in writing by SYSTEMS 3000, which authorization SYSTEMS 3000 may withhold in its sole and absolute discretion.
5. (a) Client acknowledges that the Software is a confidential and proprietary trade secret of SYSTEMS 3000. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. Client also recognizes that a competitor in possession of such information not acting in the best interests of SYSTEMS 3000 could detrimentally affect SYSTEMS 3000 Client shall not

maintain any records of same and shall not disclose same during the term of this Agreement or any time thereafter, whether voluntary or otherwise.

The parties further acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property (as hereinafter defined) and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement shall be deemed to be Confidential Information.

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) or (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information or (v) is, in the sole and reasonable judgment of Client's custodian of records, a "government record" subject to disclosure under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47: 1A-1 et seq., or New Jersey common law pertaining to disclosure of government records .

(c) Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidentiality obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

6. During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not solicit or seek to employ in any manner any current or former SYSTEMS 3000 employees unless approved by SYSTEMS 3000, such approval to be within the sole discretion of SYSTEMS 3000.

7. During the Term of this Agreement SYSTEMS 3000 will furnish technical support services ("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 during the Term of this Agreement.

8. (a) Software license fees must be paid from year to year as invoiced. Amounts not paid when due will be subject to a late charge of 1.5% per month (18% per year) or any applicable legal maximum, whichever is less. The parties agree that late charges are intended as reasonable estimates of amounts necessary to compensate SYSTEMS 3000 for costs and losses associated with delays in payment, and not as penalties. In addition to late charges permitted herein, if Client fails to pay all fees in a timely manner or otherwise is in breach of this Agreement and Client has failed to cure the breach within 10 days after written notice thereof, SYSTEMS 3000 may disable the software until such time as all fees have been paid in full or such breach has been cured.

(b) Client may elect to receive invoice via electronic billing to a designated email address. Client shall supply SYSTEMS 3000 with a designated email address to receive electronic invoices upon signing of this Agreement or upon client's election to receive electronic billing. Client agrees to notify SYSTEMS 3000 of any changes to its designated email address.

(c) Notwithstanding the fact that the software may be disabled during such period, all fees shall continue to accrue (and will not be abated) during such period and SYSTEMS 3000 shall have no liability of any kind to Client during such period. SYSTEMS 3000's rights and remedies under this Agreement shall be cumulative and non-exclusive of any other rights and remedies that SYSTEMS 3000 may have at law or in equity. Client agrees to pay any and all reasonable costs, fees (including reasonable attorney's fees and standard collection agency fees) and expenses in connection with such collection efforts incurred by SYSTEMS 3000.

9. SYSTEMS 3000 shall invoice the Client for the Annual Software License (the "License Fee") in two (2) equal installments in July and January of each year. The License Fee does not include services like hosting, backup/recovery or add-on software applications like the employee portal which are billed separately. Specific costs are as follows through the **1** year(s) contract period:

10.	<u>YEAR</u>	<u>Total License Fee</u>
	07/01/2026	26,150.00

If the License Fee is not paid within said thirty (30) day period, there shall be due from Client, in addition to the License Fee, a late payment fee equal to five (5%) percent of the License Fee.

11. SYSTEMS 3000 will increase the License Fee on each successive commencement date, depending on the duration of the Software License Agreement.

12. Annual Software License Services shall include 800 number telephone support line and regular software updates. Modifications will be made as required by changes in Federal and NJ laws to provide the Client with continued conformity to NJ DOE GAAP requirements, NJ & IRS payroll forms processing/printing, and health contributions/reporting requirements.

13. 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.

14. SYSTEMS 3000 normal service hours for purposes of this Agreement are 7:00 A.M. to 5:00 P.M. Monday to Thursday and 7:00 A.M. to 3:00 P.M. Friday, except holidays. Non-emergency calls made at the end of the day, which require Services that would keep staff beyond normal working hours, will be deferred to the following business day. Services will be provided for off-hour critical system emergencies to the best of SYSTEMS 3000 ability.

15. 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.

16. 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.

17. LIMITATIONS TO SERVICE COVERAGE. THE SERVICE PROVIDED DURING THE TERM OF THIS 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. Disclaimer of warranties, other than as declared elsewhere in this document, SYSTEMS 3000 makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the SYSTEMS 3000 software or any content. SYSTEMS 3000 does not represent or warrant that: (i) the use of the SYSTEMS 3000 software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, software or data, (ii) the SYSTEMS 3000 software will meet your requirements or expectations, (iii) any stored data will be accurate or reliable, or (iv) errors or defects will be corrected. The SYSTEMS 3000 software and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or any warranties that may be alleged to arise as a result of custom or usage, are hereby disclaimed by SYSTEMS 3000 to the maximum extent permitted by applicable law. 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.

18. The term of this Agreement ("Term") shall begin on the Effective Date and continue for the initial period of years specified in Section 9 and 10. Thereafter, the term of this Agreement shall automatically renew for the contract period (which may be memorialized by execution of a Renewal of Software License Agreement executed by the parties) unless either party gives notice of its intent not to renew no later than ninety (90) days prior to the end of the then term. Should Client not timely exercise its right to terminate then Client shall be responsible for twelve (12) months of License Fees. Should Client elect to terminate this Agreement then fees shall be billed quarterly in advance and Client shall be required to be received before the quarter begins or upon receipt of the quarterly invoice (whichever is later). Upon the expiration or earlier termination of this Agreement, (i) all rights and licenses granted to Client shall terminate and Client shall not be entitled to any further access to or use of the Software. SYSTEMS 3000 shall be entitled to remove the Software from Client's computer or network.

19. Intellectual Property and Related Covenants.

- a Client shall be responsible to develop its own rules for use of the Software by its designated employees;
- b “Client Data” means any data, information or material of Client that is submitted, created or obtained in connection with the use of the Software.
- c Client shall be solely responsible for any and all activities that occur relating to its use of the Software. Client shall notify SYSTEMS 3000 immediately of any unauthorized use of the Software or any other breach of security that is known or suspected by Client. SYSTEMS 3000 shall not be responsible for any unauthorized access to, or alteration of, transmissions of Client Data.
- d Client, not SYSTEMS 3000, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data and other than as specified in this Agreement; SYSTEMS 3000 shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. In the event that SYSTEMS 3000 is determined to be the cause for the deletion, correction, destruction, damage, loss or failure to store any Client Data, SYSTEMS 3000 shall make a reasonable effort to restore Client Data to the condition that it was in prior to the event.
- e “Intellectual Property Rights” means all copyrights (including without limitation, the exclusive right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, but not limited to, registrations and applications), patent rights, tradenames, mask work rights, trade secrets, moral rights, authors' rights, algorithms, rights in packaging, good will and other intellectual property rights, and all renewals and extensions thereof, regardless of whether any such rights arise under the laws of the United States or any other state, county or jurisdiction and all derivatives of any of the foregoing.
- f SYSTEMS 3000 alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by Client relating to the SYSTEMS 3000 Software (“Submissions”) and Client agrees to assign such Submissions to SYSTEMS 3000 free of charge. SYSTEMS 3000 may use such Submissions as it deems appropriate in its sole discretion.

20. Each party represents and warrants that its collection, access, use, storage and disclosure of Client Data does and will comply with all applicable federal, state and foreign privacy and data collection laws as well as all other applicable laws, regulations, directives and administrative rulings and in accordance such party's own posted privacy policies. Client and SYSTEMS 3000 each agree that if any portion of the Client Data includes a person's name and that person's (i) social security number; (ii) driver's license or government identification number; or (iii) financial account number, credit card number, debit card number, with or without any required security code, access code or password and account identification ("Highly Sensitive Personal Information"), then Client and SYSTEMS 3000 shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Highly Sensitive Personal Information to protect the Highly Sensitive Personal Information from unauthorized access, destruction, use, modification or disclosure.

21. Client and SYSTEMS 3000 each covenant and agree that they shall:

a Keep and maintain all Highly Sensitive Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

b Use and disclose Highly Sensitive Personal Information solely and exclusively for the purposes for which the Highly Sensitive Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Highly Sensitive Personal Information for SYSTEMS 3000's own purposes or for the benefit of anyone other than Client; and

c Not, directly or indirectly, disclose Highly Sensitive Personal Information to any person other than its authorized Employees or authorized Persons.

d For more details, please review our regularly updated Complementary User-Entity Controls (CUEC) on our district website.

22. LIMITATION OF LIABILITY. IN NO EVENT SHALL SYSTEMS 3000'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR LICENSE FEES. IN NO EVENT SHALL SYSTEMS 3000 BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR THE USE OF THE SYSTEMS 3000 SOFTWARE, INCLUDING BUT NOT LIMITED TO CUSTOMER'S USE OR INABILITY TO USE THE SYSTEMS 3000 SOFTWARE, OR FOR ANY CONTENT OR DATA OBTAINED FROM OR THROUGH THE SYSTEMS 3000 SOFTWARE, EVEN IF SYSTEMS 3000 HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SYSTEMS 3000 BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR

CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SYSTEMS 3000 HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE DATA.

23. In addition to any other rights and remedies which SYSTEMS 3000 may have at law or in equity as a result of a breach of this Agreement by Client, Client acknowledges that Systems 3000 shall have the right and remedy to have the provisions of this Agreement specifically enforced by any Court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to SYSTEMS 3000 and that money damages will not provide an adequate remedy to SYSTEMS 3000. SYSTEMS 3000 may seek injunctive relief to enforce the provisions of this Agreement, all costs, including reasonable attorney's fees to be borne by Client.

24. This Agreement will be governed by and interpreted in accordance with the laws of the State of New Jersey without reference to its choice of law. Client irrevocably submits to the exclusive jurisdiction of the courts of the State of New Jersey and the courts of the United States of America located in the District of New Jersey.

25. Amendments may only be made in writing and signed by both parties.

26. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision on any other occasion.

27. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision into the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

28. The parties hereto are independent contractors, and neither party is an agent, representative or partner of the other party. This Agreement will not be interpreted to be construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship on either party.

29. This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement.

30. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter.

31. Notwithstanding to the contrary set forth in this Agreement, if the Client shall dissolve or otherwise cease to exist, this Agreement shall terminate as of the date of such dissolution or cessation of business provided Client and any successor or assign must cease using the software and permit SYSTEMS 3000 to have access to their systems for the purpose of removing same.

THIS LICENSE 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.

SYSTEMS 3000 INC.

740 Broad Street Suite 1, Shrewsbury

NEW JERSEY 07702

EXECUTED THIS _____ DAY OF _____, _____

CLIENT: **Glassboro School District**

Acknowledged by:

Please Print Name & Title

