Amendment A
Aspen Student Information System Agreement
Quote # 900893-1
Customer # 2058302
December 15, 2014

This Amendment is made part of the Aspen Student Information System Agreement between Follett School Solutions, Inc. ("Follett") and New Bedford Public School District ("you") in New Bedford, MA dated June 13, 2014 (the "Agreement") is effective December 15, 2014. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until December 17, 2014.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Year 1 Services and Costs	
The total dollar amount included in this Amendment is	**$1,000.00**
Products Added to the Aspen Student Information System Agreement	
Aspen Software	
▪ Aspen Hosted Training Environment (prorated 6 months)	$1,000.00
All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.	
Payment terms are Net 30 days after Amendment signed	
All pricing is listed in United States dollars.	
To the extent allowable by law, this Amendment is strictly confidential.	

Year 2 and Ongoing Annual Costs	
Aspen Service	
▪ Aspen Hosted Training Environment	$2,000.00
Total Service Costs:	**$2,000.00**

Note: You must have paid or pay for all prior years' Annual Costs in order to receive customer support and software updates.

Finance Check List

TetraData ☐
☑

Customer Name: _New Bedford, MA_   Number: _2058302_

☐ Contract   ☑ PCR _Amend A_   This file contains all legal documents related to this transaction?   Y ☑ / N ☐

License   ☐ Technical Changes Only

☐ Perpetual   ☐ Hosted   ☐ Standard Contract
☐ Term   ☐ Customer Installed   ☐ Non-Standard Contract:

Changes from Standard (sections) _____

Comments: _____

1. If the PCR or secondary contract is executed within 90 days of the original contract, have the conditions of AICPA Technical Practice Aid 5100.39 been satisfied to recognize revenue separately from the original contract? Does this impact the original deliverables, regardless of timeframe?
   Comments: _____
   N/A ☑   Yes ☐   NO ☐

2. Are there any elements provided free of charges (i.e., support, services, reports, training, etc.).
   Comments: _____
   No ☑   Yes ☐   N/A ☐

3. Does the contract or PCR contain any forfeiture right, refund, return, exchange, penalty clauses, detailed warranty/acceptance period or provisions that allow the customer to accept or reject the software, or specific upgrade rights (beyond general "If and When Available updates")?
   Comments: _____
   No ☑   Yes ☐   N/A ☐

4. Payment terms are standard net 30 (domestic) or Net 60 (international) or if payment terms are greater than 90 days (e.g. extended payment terms), we have the history of collecting under these payment terms in accordance with FASB Technical Practice Aid 5100.57.
   Comments: _____
   Yes ☑   No ☐   N/A ☐

5. All expected deliverables are clearly identified and applicable renewal rates are also clearly stated in the contract/PCR.
   Comments: _____
   Yes ☑   No ☐   N/A ☐

6. If a fiscal funding clause is present in the contract/amendment, the possibility of cancellation has been determined to be a remote contingency in accordance with FASB Technical Bulletin 79-10, Fiscal Funding Clauses in Lease Agreements
   Comments: _____
   Yes ☐   No ☐   N/A ☑

7. Collectibility is deemed probable and the customer is deemed creditworthy.
   Comments: _____
   Yes ☑   No ☐   N/A ☐

8. Does PCR extend contract term without additional cost, or provide any other concessions?
   Comments: _____
   No ☑   N/A ☐   Yes ☐

9. Contract is for standard software, with no customization or changes to underlying code, and does not provide customer with any rights to the underlying software beyond access.
   Comments: _____
   Yes ☐   No ☐   N/A ☑

10. We are not aware of any other non-standard terms and conditions or pricing.
    Comments: _____
    ☑ Yes   ☐ No   ☐ N/A

Financial Review Completed By: _Pat A_   Date: _1-16-15_

Original Invoice

◊ Follett

Page	1
Invoice#	1800049-A
Invoice Date	30-Jun-14
Sales Order#	1800049
Customer #	2058302
Customer	NEW BEDFORD PUB SCH DIST

Bill To:
ATTN: ACCOUNTS PAYABLE
NEW BEDFORD PUB SCH DIST
455 CO ST
NEW BEDFORD MA 02740

 # 105.35

Ship To:
NEW BEDFORD PUB SCH DIST
455 CO ST
NEW BEDFORD MA 02740

Purchase Order	Sales Rep	Follett Contact	Shipping Date
14004609			
Due Date	**Terms**	**Tax ID#**	**Shipping Information**
	NET 30	14-1429633	

Summary

Send Payment To	Billed & Payable in USD		
FOLLETT SCHOOL SOLUTIONS, INC	Sub Total	$	98,772.80
91826 COLLECTION CENTER DR	Tax	$	-
CHICAGO, IL 60693-0918	Invoice Total	$	98,772.80
	Payment and Credits	$	-
	Outstanding Balance	$	98,772.80
Billed & Payable in USD	Amount Due	$	98,772.80

Details

Item Number/Description	Quantity	Unit Price	Ext Price	Tax
NEW BEDFORD PUB SCH DIST ASPEN SIS IMPLEMENTATION INSTALLMENT PAYMENT 2	1	$ 98,772.80	$ 98,772.80	$ -

End of Invoice

400-4450 - 00 - 4051 - 00000

If you have any questions about this invoice, please contact our
Customer Service Department at 1-800-323-3297 (US/CAN) or 815-344-8700 (Outside US/CAN)

AUDITED

JUN 2 5 2014

NEW BEDFORD
PUBLIC SCHOOLS

NEW BEDFORD PUBLIC SCHOOLS
455 COUNTY STREET
NEW BEDFORD, MASSACHUSETTS 02740-5194
508-997-4511 • FAX: 508-992-0983

PURCHASE ORDER NO.   14004609

INVOICE TO: **NEW BEDFORD PUBLIC SCHOOL**
BOOKKEEPING DEPT.
455 COUNTY STREET
NEW BEDFORD, MA 02740-5194

SEE TERMS AND CONDITIONS ON REVERSE

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10539
FOLLETT SCHOOL SOLUTIONS INC
1340 RIDGEVIEW DR
MCHENRY IL  600537047
```

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S   NEW BEDFORD PUB SCH
H   455 COUNTY ST
I   NEW BEDFORD MA 02740
P
T
O   ATTN: BUSINESS OFFICE
```

ORDER DATE:	06/30/14	BUYER:PATRICK MURPHY		REQ. NO. 14001118	REQ. DATE 06/30/1
TERMS:	NET 30 DAYS	F.O.B.			

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		STUDENT INFORMATION SYSTEM MASS CONTRACT # 13ITSMS1; CUSTOMER#2058302 QUOTE # 780173-4	98772.8000	98,772.8

ITEM NO.	ACCOUNT	AMOUNT			
01	400144500000000 4051	98,772.8C		PAGE TOTAL $	98,772.8C
				TOTAL $	98,772.8C

DO NOT EXCEED PO AMOUNT

MDSE. REC'D. BY: _____

DATE: _____

APPROVED BY: _____

VENDOR COPY

BUSINESS MANAGER

Print

CITIZENS BANK
MASSACHUSETTS

5-7017/2113
841

VOID AFTER 90 DAYS

CITY OF NEW BEDFORD
NEW BEDFORD, MA 02740

BILLS PAYABLE - SCHOOL DEPARTMENT

CHECK NO.

467990

467990

PAY TO THE ORDER OF:

THE SUM OF

DATE

07/18/14

AMOUNT

PROCESSED AS

AUTHORIZED SIGNATURE

C-6187 99
20140802
8666510239
318-CHI-091826

>111000025<
CR PAYEE ACCT
LACK END GTD
BANK OF AMERICA

CLOSE

check, or debit memo) which has posted to your account. Items resulting
e been paid. Unpaid items will show as a credit item in your account
the item was presented

Original Invoice

◊ **Follett**

Page	1
Invoice#	4521
Invoice Date	JUN 26, 2014
Sales Order#	1800049
Customer#	2058302
Customer	NEW BEDFORD PUB SCH DIST

Bill To:
ATTN: ACCOUNTS PAYABLE
NEW BEDFORD PUB SCH DIST
455 CO ST
NEW BEDFORD MA 02740

#10535

Ship To:
NEW BEDFORD PUB SCH DIST
455 CO ST
NEW BEDFORD MA 02740

Purchase Order	Sales Representative	Follett Contact	Shipping Date
14004418			

Due Date	Terms	Tax ID#	Shipping Information
JUL 26, 2014	NET 30	14-1426933	-

Summary

Send Payment To:
FOLLETT SCHOOL SOLUTIONS, INNC
91826 COLLECTION CENTER DR
CHICAGO, IL 60693-0918

Billed & Payable in USD

	Billed & Payable in USD
Sub Total	$98,772.80
Tax	$0.00
Invoice Total	**$98,772.80**
Payments & Credits	$0.00
Outstanding Balance	$98,772.80
Amount Due as of JUN 26, 2014	**$98,772.80**

Details

Item Number / Description	Quantity	Unit Price	Ext Price	Tax
NEW BEDFORD PUB SCH DIST ASPEN SIS IMPLEMENTATION INSTALLMENT PAYMENT	1	98,772.80	$98,772.80	$0.00

End of Invoice

AUDITED

JUN 2 4 2014

NEW BEDFORD
PUBLIC SCHOOLS

If you have any questions about this invoice, please contact
our Customer Service Department at 800-323-3397 (US/CAN) or 815-344-8700 (Outside US/CAN)

NEW BEDFORD PUBLIC SCHOOLS

455 COUNTY STREET
NEW BEDFORD, MASSACHUSETTS 02740-5194
508-997-4511 · FAX: 508-992-0983

PURCHASE ORDER NO. 14004418

14004418

INVOICE TO: NEW BEDFORD PUBLIC SCHOOLS
BOOKKEEPING DEPT.
455 COUNTY STREET
NEW BEDFORD, MA 02740-5194

SEE TERMS AND CONDITIONS ON REVERSE

10535

FOLLETT SCHOOL SOLUTIONS
1340 Ridgeview Dr
Mchenry, IL 600537047

SHIP TO:
NEW BEDFORD PUB SCH
455 COUNTY ST
NEW BEDFORD MA 02740

ATTN: R TETREAULT, TECHNOLOGY

ORDER DATE: 06/18/14 BUYER: TETREAULT R
TERMS: NET 30 DAYS F.O.B.
REQ. NO. 14003468 REQ. DATE 06/18/1

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		STUDENT INFORMATION SYSTEM MASS CONTRACT # 13ITSMS1; CUSTOMER#2058302 QUOTE # 780173--4	98772.8000	98,772.8

ITEM NO.	ACCOUNT	AMOUNT		PAGE TOTAL $	98,772.8C
01	40014450000000 4051	98,772.8C		TOTAL $	98,772.8C

DO NOT EXCEED PO AMOUNT

MDSE. REC'D. BY: _____

DATE: _____

BUSINESS MANAGER

APPROVED BY: _____

VENDOR COPY

Aspen Student Information System
Hosted Service
Agreement
New Bedford Public School District
Customer # 2058302
Quote # 780173-4
New Bedford, MA
June 13, 2014
Service Date: February 1, 2015

This Aspen Student Information System Agreement, which includes the attached Standard Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett School Solutions, Inc. Aspen Student Information System ™. The Aspen solution provides a student information system that includes the Aspen application software license, data processing and conversion services, system installation, project management support, and training for your District.

Unless otherwise prevented by applicable law, the prices and terms in this Agreement are **confidential**. They will be held open and valid until June 23, 2014.

Year 1 Services and Costs	List Price	Discount Price
Aspen Software		
▪ Aspen - SAAS - Student Information System for 12,616 student(s)	$100,928.00	$100,928.00
▪ Aspen Health - SAAS for 12,616 student(s)	$0.00	$0.00
▪ Hosting Service	$25,232.00	$25,232.00
Annual Subscriptions		
▪ Aspen Online Professional Learning for one connection(s)	$1,200.00	$1,200.00
One-Time Services		
Implementation Services		
▪ Aspen One-Time Production Environment Setup – Hosted for 12,616 student(s)	$1,000.00	$800.00
▪ Aspen One-Time Training Environment Setup	$400.00	$320.00
▪ Aspen One-Time Training Environment Data Refresh	$200.00	$160.00
▪ Aspen Custom Development - Standard for 100 hour(s)	$20,000.00	$16,000.00
▪ Aspen Consulting Services - On-Site for 1 day(s)	$2,000.00	$1,600.00
▪ Aspen SIS - Project Management Package for 12,616 student(s) and 4 month(s)	$25,252.00	$20,185.60
Data Conversion		
▪ Aspen SIS Standard Conversion	$10,000.00	$10,000.00
Training		
▪ Aspen SIS - Onsite - System Admin Training for 3 day(s)	$4,800.00	$3,840.00
▪ Aspen SIS - Onsite - End User Training for 8 day(s)	$12,800.00	$10,240.00
▪ Aspen Health - Onsite - System Admin Training for 1 day(s)	$1,600.00	$1,280.00
▪ Aspen Health - Onsite - End Use Training for 1 day(s)	$1,600.00	$1,280.00
▪ Aspen Prepare to Build Workshop - Two Days - Hingham Office for 4 Attendee(s)	$2,000.00	$1,600.00

	List Price	Discount Price
• Aspen Schedule Build Workshop - Three Days - Hingham Office 4 Attendee(s)	$3,600.00	$2,880.00
Total Year 1 Costs		**$212,612.00**
Discount		**($15,066.40)**
Customer Price		**$197,545.60**

Year 2 and Ongoing Annual Costs	List Price	Discount Price
Aspen Service		
• Aspen - SAAS - Student Information System for 12,616 student(s)	$100,928.00	$100,928.00
• Aspen Health - SAAS for 12,616 student(s)	$0.00	$0.00
• Hosting Service for 12,616 student(s)	$25,232.00	$25,232.00
• Support will include the following services:		
○ Telephone support		
○ Email support		
○ Direct remote access		
○ SFTP or HTTP download of files		
○ Issues tracking		
Annual Subscriptions		
• Aspen Online Professional Learning for one connection(s)	$1,200.00	$1,200.00
Total Service Costs:	$127,360.00	$127,360.00
Customer Service Costs:		**$127,360.00**

Note: You must have paid or pay for all prior years' Annual Costs in order to receive customer support and software updates.

Term: The Term of the agreement shall commence upon complete execution of the Agreement. The initial License Term shall begin as of **the Service Date.**

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.   **New Bedford Public School District**

Signature: _____   Signature: _Patrick Murphy_
Print Name: _____   Print Name: _Patrick Murphy_
Title: _____   Title: _Business Manager_
Address: _1340 Ridgeview Drive_   E-mail Address: _pmurphy @ newbedfordschools.,_
McHenry, IL 60050   Address:
                                        455 County ST
                                        New Bedford, MA 02740
Date: _____   Date: _6/16/14_

In order to begin the implementation process, please provide us with the information listed below.

1. An authorized representative of your District needs to **sign above.**

2. Ensure that the data on **SOW** is accurate. Initial each modification to the SOW (if any).

3. Please fax **ALL PAGES** of the signed agreement along with your **Purchase Order** to the attention of Contract Coordinator at 815-578-5916.
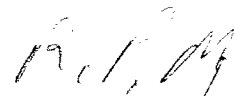
◊ **Follett**

Payment Schedule

Customer agrees to make the following payments related to the purchase outlined in this Aspen Student Information System Agreement.

US Dollars		
Description	**Amount**	**Due Date**
Initial Costs	$98,772.80	Net 30 days after contract signed
2nd Payment	$98,772.80	Due March 1, 2015
Total	**$197,545.60**	

1. Total includes purchase price and any applicable interest.

2. All payments should be made to Follett School Solutions, Inc.

3. Please include with your fax the name and mailing address of the person to whom Follett School Solutions, Inc. should return a copy of the fully executed agreement.

4. Estimated sales tax is included in the Payment Schedule of this Agreement. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Follett School Solutions, Inc.
Standard Terms and Conditions

1. Nature of the Transaction. Follett agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett the products and services listed in this Agreement (collectively referred to as the "Software").

2. LICENSED SOFTWARE.

2.1 Software. Subject to all terms and conditions in this Agreement and for the duration of the term of the Service, Follett grants to Customer a nonexclusive, nontransferable license to use the Software without modification, solely for Customer's internal business purposes in configuring and managing the school or school district specified in the Quote. Customer agrees to use the Software only on Customer Servers or, subject to Follett 's prior written approval, on third party servers solely for Customers use hereunder. Customer may make a reasonable number of copies of the Software for inactive archival purposes. Access or use of certain additional or special features of Aspen, including but not limited to subscription services, requires that Customer maintains current Follett support services.

2.2 License Control. Customer acknowledges that the Software may contain code or require devices that detect or prevent unauthorized use of, or automatically disable, the Software.

2.3 Third Party Software. The Software may execute in conjunction with software or other technology (**In-Licensed Code**) that is licensed to Follett from, and owned by, third parties (**Third Party Licensors**), including open source software and technology (Please see http://www.follettsoftware.com/aspen/licenseagreement/AspenMobileOpenSource.pdf for a list). Customer agrees (a) to use In-Licensed Code in accordance with this Agreement and any other restrictions specified in the applicable license set forth in any documentation provided to Customer by Follett, (b) no Third Party Licensor makes any representation or warranty to Customer under this Agreement concerning the In-Licensed Code or Software and (c) no Third Party Licensor will have any obligation or liability to Customer under this Agreement as a result of this Agreement or Customer's use of the In-Licensed Code.

3.SERVICES.

3.1. Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance.

3.2 Limitations. Support Services do not include the provision of support for the Software other than those identified in the Quote and for which the annual fee or other applicable fees have been paid, nor do the Support Services include support for the Software that has been abused, misused, modified or repaired by or on behalf of Customer, even if such modification is permitted under this agreement. The provision of Support Services hereunder shall not be construed to amend or modify in any respect the scope of any license granted hereunder.

4.DELIVERY.

4.1 Installation. If Customer has not subscribed to Follett's hosting service, Follett will install the Software (as defined below) on a server or other equipment provided and maintained by Customer. The Software will be installed for use during the term of the Service and shall be installed in a manner that will permit its removal upon the termination of the Service.

Software means any Follett computer program and/or subscription services identified on the Follett Agreement and any user guide, help information and other documentation delivered by Follett in paper, digital or electronic form to Customer for use with the Software.

4.2 Operations. Customer is solely responsible for installing, operating, maintaining and securing all Customer Servers, licensing and installing and providing, maintaining and securing its operating environment (including power, virus protection, environmental controls, hardware, software, firewalls, backup services and network and communications facilities). Except as specified in the Agreement, Customer shall also be responsible for licensing, installing, operating, maintaining database software required for the operation of the Software.

5. HOSTED SERVICE.

5.1 Software Access. In the event Customer is obtaining hosting services from Follett, Follett will make the Software (as defined below) available to Customer remotely on Follett Servers. Subject to the terms of this

Agreement, the Software will be available for use at all times during the term of the Service. All access to the Software shall be terminated upon the termination of the Service.

Follett *Servers* *means* any appliances, servers or other equipment provided and maintained by Follett or a third party on behalf of Follett.

Customer Servers means any appliances, servers or other equipment provided and maintained by Customer or a third party on behalf of Customer.

Customer may switch to self-hosting (on Customer Servers) at any time, and Follett will work with Customer to transfer the data from Follett Servers to Customer Servers. A nominal fee is invoiced for the ASPEN ONE-TIME LIVE BACKUP RETRIEVAL - HOSTED service to complete the transfer.

5.2 Remote Data Storage. Remote data storage on Follett servers will be provided with access to the Software. Daily backup of customer data will be the responsibility of Follett. There will be an additional cost for services to restore or recover data lost or damaged due to Customer errors.

6. PROPRIETARY RIGHTS.

6.1 Customer. Customer shall own all right, title and interest in and to all school related data and records created by Customer and stored by the Software.

6.2 Restrictions. Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, assign, loan, distribute or use the Software or any portion thereof to or for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software;(d) permit or allow any Users to use the Software to post materials that may infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (e) permit any third party to do so. Any modifications you make to the Software will remain the property of Follett and/or its Licensors.

6.3 No Implied License. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Follett (or its licensors and vendors, as the case may be) shall retain all right, title and interest in and to the Software and In-Licensed Code (including all intellectual property rights therein). Customer agrees not to take any action inconsistent with such ownership.

6.4 Markings. Customer shall not obscure, alter or remove any patent or other proprietary or legal notice affixed to or contained on or in any Software (including without limitation, any on-screen notice).
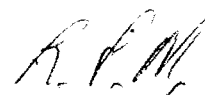
6.5 Permitted Source Code Modification. Customer may modify the Software source code solely for the purpose of generating customized reports and procedures using the Software's reporting function. Any such modifications and any derivative work created thereby shall automatically become part of the Software and shall be treated as Software for all purposes under this Agreement.

7. THIRD PARTY HARDWARE.

7.1 Additional Hardware and Software Required. This Agreement does not include the cost or purchase of any hardware or third party software required for operating the Software.

7.2 Limited Warranties. Follett warrants, for the benefit of Customer only, that any third party equipment or software purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett 's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment.

7.3 DISCLAIMER OF WARRANTY. THE LIMITED WARRANTIES REGARDING HARDWARE OR THIRD PARTY SOFTWARE SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT OR THIRD PARTY SOFTWARE WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

8. CUSTOMER OBLIGATIONS.

8.1 Support Contacts. Customer will identify and provide contact information for that number of persons specified in the Agreement (or such replacements as designated in writing to Follett) as its authorized **Support Contacts**. The Support Contacts will be the sole contacts for the coordination and receipt of the Support Services, and such persons shall be trained and knowledgeable about how the Software is being used and the operating environment in which it is being used. The Support Contacts shall be required to complete a training program provided by Follett regarding the Software within a reasonable time after that training is made available by Follett.

8.2 Cooperation. Customer agrees to provide reasonable supporting data (including written descriptions of problems) as requested by Follett, and to otherwise aid Follett in identifying and isolating reported problems.

8.3 Access. Customer agrees to obtain and maintain all equipment and services necessary for internet access and an internet address for electronic mail communications with Follett so that Follett may provide Support Services remotely for any Software during the term of the Service. If Customer is using Software installed on Customer Servers, Customer will also provide Follett with remote access to Customer Servers, Software and operating environment as reasonably necessary to perform the Support Services. Customer will be solely responsible for backing-up or otherwise protecting all software, data and other information residing on Customer Servers and other equipment and systems prior to any such access.

9. CONFIDENTIALITY.

9.1 Definition. *Confidential Information* means all trade secrets, know-how, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All Software and, to the extent allowable by applicable law, pricing information is deemed to be Follett 's Confidential Information.

9.2 Confidentiality. Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent, and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of the Service (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed there from. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; *provided*, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.

10. PAYMENTS.

10.1 Fees. Customer agrees to pay Follett the annual service fee (the **Annual Cost**) and all other fees for services specified in the Agreement, such as installation costs and supplemental training costs and elsewhere, in the amounts and at the times specified therein. Certain costs are based on the number of students serviced by Customer and Follett reserves the right to verify student counts provided by Customer.

10.2 Other Charges. Customer agrees that Follett will have the right to charge in accordance with its then current policies for any services resulting from (a) Software that has been modified or repaired by or on behalf of Customer whether or not such modification is permitted hereunder, (b) Customer's failure to utilize the then current release of the Software, or (c) problems, errors or inquiries relating to hardware or software other than the Software. Follett may provide training materials or services, upon such terms and conditions (including without limitation, price) as the parties may agree in writing.

10.3 Payment Terms. Unless specified otherwise, all amounts due hereunder shall be paid within 30 days after invoice in US dollars at Follett 's address (or, at its option, to an account specified by Follett). Any amount not paid within 90 days after invoice shall incur a late payment charge calculated from the invoice date at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer agrees to reimburse Follett for all reasonable costs (including attorneys' fees) incurred in collecting payments. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer is responsible for any taxes due.

11. WARRANTIES AND DISCLAIMERS.

11.1 Software/Service. Follett warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. Any warranty claim under this Section 11.1 must be made in writing during the 60 day period after performance of the nonconforming Services. Follett warrants that for a

period of 1 year from its delivery to your site or your access, the Software will perform in substantial compliance with its specifications and be free of material defects and will not infringe upon the intellectual property rights of any third party. As your sole and exclusive remedy for this warranty, Follett will either repair or replace the nonconforming Software or refund your prorated annual fee. This limited warranty does not cover any material defect or infringement resulting from any accident, abuse, or misapplication of the Software caused by you, your employees, end users, agents or contractors, or any modification you, your employees, end users, agents or contractors make to the Software, whether or not such modification is authorized by Follett.

11.2 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FOLLETT DOES NOT WARRANT THAT THE SOFTWARE OR THE SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE FIXED. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE,, FOR THE BENEFIT OF CUSTOMER ONLY AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF ANY HARDWARE PROVIDED HEREUNDER AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT OR HARDWARE WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER. A LIST OF THE THIRD PARTY SOURCE CODE USED IN THE PRODUCT AND ITS LICENSING TERMS ARE ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AND IS PROVIDED BY THIRD PARTY LICENSORS "AS IS," WHO DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ANY SUCH THIRD PARTY LICENSOR OR ITS CONTRIBUTORS OR FOLLETT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE OR DATA), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING OUT OF THE USE OF THE CONTENT, SOFTWARE OR SOURCE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL FOLLETT OR ITS LICENSORS BE LIABLE TO YOU IN ANY AMOUNT EXCEEDING THE TOTAL FEES YOU HAVE PAID TO FOLLETT DURING THE TWELVE MONTHS PRECEDING YOUR CLAIM.

11.3 Communications Limitations. With regards to Hosted Services, if applicable, as with any hosted software application, the availability of the Software is dependent on a complex network of services and devices that are maintained by Follett, customer and third parties. Remote access may be subject to limitations, delays, and other problems inherent in the use of this network. Follett shall take reasonable steps to prevent any such limitations, delays or problems which may result from services and devices controlled by Follett, but Follett shall not be responsible for any delays, delivery failures, or other damage resulting from such problems controlled by Customer or third parties.

12. INDEMNIFICATION.

12.1 Infringement. Except as provided below, Follett agrees to (i) defend Customer against any claim by a third party that Software infringes a valid US patent issued as of the service date, or any copyright or trade secret, of such third party and (ii) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim; *provided*, that (a) Customer promptly provides Follett notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) Follett shall have sole control and authority to defend, settle or compromise such claim. If any Software becomes or, in Follett 's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Follett may, at its option (1) obtain for Customer the right to continue using such Software or (2) replace or modify such Software so that it becomes non-infringing without substantially compromising its principal functions. If (1) and (2) are not reasonably available to Follett, then it may (3) terminate the Service upon notice to Customer and, after return of the Software by Customer, refund to Customer the a prorated amount of the Annual Cost.

12.2 Indemnification. Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

12.3 Exclusions. Follett shall have no liability or obligation hereunder with respect to any claim based upon (a) any use on a Software not strictly in accord with this Agreement, or in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) alterations, combinations or enhancements of the Software not created by or for Follett, (c) Customer's continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Software after being provided modifications that would have avoided the alleged infringement, (d) any In-Licensed Code or (e) any intellectual property right in which Customer or any of its affiliates has an interest. Customer shall indemnify and hold Follett harmless from all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any claim excluded above in clauses (a) through (e).

12.4 Entire Liability. The foregoing states the entire liability of Follett, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by any Software, any part thereof or by its use or operation.

13. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

14. TERM AND TERMINATION.

14.1 Term. The Service shall commence on the Service Date and remain in effect until one year thereafter (the *Initial Term*). Unless terminated earlier as provided herein, the Service will automatically renew for additional term of 1 year (a *Renewal Term*) at the end of the Initial Term and each Renewal Term. Either party may elect not to renew the Service by giving notice to the other party at least 30 days prior to the end of the then current term. In no event will the Software or Support Services be provided after any termination of the Service.

14.2 Termination for Convenience. Customer may terminate the Service at any time for its convenience at least 30 days prior to end of the one-year period then in effect by giving notice to Follett. Such termination shall be effective at the end of the one-year term then in effect.

14.3 Fee Adjustments. Follett may change the fee for Support Services and the terms and conditions of the Support Policy effective at the end of the Initial Term or any Renewal Term by giving Customer at least 90 days prior notice.

14.4 Termination for Cause. Either party may terminate the Service (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 60 days (20 days in the case of any non-payment) after receiving notice of such breach from the non-breaching party or (b) immediately upon notice, if the other party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

14.5 Effects of Termination. Upon termination of the Service for any reason, all rights, obligations and licenses of the parties hereunder, including without limitation, the license and all rights to use the Software, shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement shall survive any termination and (b) the provisions of Sections 6 (Proprietary Rights), 9 (Confidentiality), 10 (Payments), 11 (Warranties and Disclaimers), 12 (Indemnification), 13 (Limitation of Liability), 16 (General Provisions) and this Section 14 shall also survive. Notwithstanding the foregoing, in the event that Customer terminates the Service for cause, Follett shall refund a prorated amount of the Annual Cost paid by Customer; provided that no other costs paid by customer shall be

refunded and all costs owed to Follett for support services performed by Follett but not included in the Annual Cost shall remain due and payable.

Upon termination of the Service for any reason (including termination for cause), where Hosted Services are provided by Follett, Follett will provide a copy in a machine readable format of all school related data and records created by Customer and stored by the Software.

15. GENERAL PROVISIONS.

15.1 Entire Agreement. This Agreement (including the schedules) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made to this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

15.2 General Learning. Customer agrees that Follett retains the right to reuse, without Customer's consent or any obligation to account, its generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to the Software or acquired during performance of the Support Services; *provided*, in no event will Follett use or disclose Customer's Confidential Information in violation of Section 6.1 or 9.

15.3 Force Majeure. Neither party will be liable to the other for any failure or delay caused by any events beyond such party's control such as acts of governmental or military authorities, acts of God, terrorism or network outages.

15.4 Publicity. Customer hereby consents to inclusion of its name in customer listings that may be published as part of Follett 's marketing efforts.

15.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Massachusetts having jurisdiction over Follett 's principal offices, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding in state or federal court to enforce this Agreement, the prevailing party will be entitled to recover from the other party the actual costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

15.6 Relief. Each party agrees that, in the event of any breach or threatened breach of Section 2 , 6, or 9, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond or surety.

15.7 Notices and Consents. All notices and consents under this Agreement will be in writing, in English and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after being sent, if sent next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

15.8 Dispute Resolution. Each party agrees to meet to discuss in good faith and attempt to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof, within 5 days of receiving a notice regarding such a claim or controversy. If such meeting and discussion fails to resolve the controversy or claim, such controversy or claim may be settled by arbitration before a single arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules. The party demanding arbitration shall submit a written claim to the other party, setting out the basis of the claim and proposing the name of the arbitrator. The responding party shall have 15 days after receipt in which to respond to this demand in a written answer. If this response is not timely made, or if the responding party agrees with the person proposed as the arbitrator, then the person named by the demanding party shall serve as the arbitrator. If the responding party submits a timely written answer rejecting the proposed arbitrator, then, unless the parties agree on an arbitrator within an additional period of 15 days, on the request of either party, the American Arbitration Association shall select one arbitrator. Any such arbitration shall be held and conducted exclusively in Massachusetts at a time and place selected by the arbitrator. The parties understand that they are waiving their rights to a jury trial. All decisions of the arbitrator shall be in accordance with

the terms of this Agreement and the arbitrator's award may include injunctive and equitable remedies. Judgment on the award rendered by the arbitrator shall be in writing and may be entered in any court having jurisdiction thereof; provided, that the parties agree that the arbitrator shall have no authority to award punitive or exemplary damages hereunder, and each party expressly waives any right thereto. The parties shall share equally the fees and expenses of the arbitrator, but shall be individually responsible for their own respective costs and expenses.

15.9 Assignment. The rights and obligations hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other, except that either party (without consent) may assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise). Any attempted transfer in violation hereof will be void and of no effect. Follett may also subcontract performance of any of its obligations. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties.

15.10 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Schedule A: Statement of Work

1. Overview

1.1. Introduction

This Statement of Work (hereinafter known as the SOW) specifies the implementation services (referred to herein interchangeably as "Services" or the "Project") to be provided under the agreement between Follett and dated June 13, 2014 ("Agreement") beginning on, or as soon as practical, after the Effective Contract Date. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties. Changes to this document will be processed in accordance with the procedures described in Section 3.5 Project Change Control Procedure.

Any ambiguity or inconsistency between or among the terms of this SOW and the Agreement shall be resolved by giving precedence in the following order:
- Statement of Work (SOW)
- Agreement

1.2. Definitions

"Acceptance on Delivery (AOD)" refers to written approval that certain delivery tasks have been completed allowing reasonable use of the system by the District. A copy of the AOD form can be found in Appendix B.

2. Project Scope

The purpose of this SOW is to understand and document in as exclusive terms as possible those factors which govern, limit, and bound the work necessary to deliver the following Aspen Solutions with appropriate services as described in the body of this SOW:
- Aspen Student Information System (SIS)
- Aspen Health

2.1. This SOW includes the following services for the **Aspen SIS delivery**. Services for additional solutions are listed in Section 11.

- Project Management
- Requirements Meeting(s)
- Configuration
- Customization (100 hours)
- Data Conversion and Validation
- State Reports
- Training (8 days)
- Go Live Support

2.2. This SOW does NOT include any services for the following:

- Installation of any hardware or software at the District or schools unless explicitly stated within this SOW.
- Configuration of networking infrastructure.
- Development of any application or interfaces to other applications other than those specifically defined within this SOW.

2.3. Key Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate. Should any of the assumptions below prove to be invalid, Follett will seek to manage any potential impacts through the Project Change Control Procedure explained in Section 3.5 below.

Project Management:

- District must make available the necessary technical, business, testing and training personnel to support the deployment.
- District will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by appropriate District personnel, as scheduled.
- District will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between the District and Follett. The timeliness of communication and review will directly affect the ability to meet agreed upon schedule deadlines.

Data Conversion and Validation

- District will be responsible for ensuring that a complete database backup/export is delivered/acquired by the agreed upon date of delivery in the project timeline. Failure to meet this agreed upon date could result in a delay to the project timeline.
- District will be responsible for the overall quality of their legacy data. Identification of any known data quality issues that would impact the conversion results will be reported back to the District. It will then be the responsibility of the District to correct the data.
- District will be responsible for validating that the data in their legacy system is in the expected fields in Aspen upon conversion.
- All data conversion and validation will be performed in the Follett environment and moved out to the District's infrastructure at go live.

3. Project Delivery and Governance

A joint governance structure is to be established with the District and Follett. It is our experience that this approach works to foster team building and a shared ownership of success. The representatives will meet on an appropriate frequency to ensure project status and issues that may impede progress are well understood by both the District and Follett.

3.1. Project Management

Follett will provide project management services in accordance with industry standard techniques. The Follett Project Manager is the District's central point of contact during the implementation of the Aspen solution, to guide and oversee the entire implementation.

Follett Project Manager focuses on the following objectives:

- Facilitating all project planning activities
- Creating a Project Plan that is agreed to in writing by both the District and Follett
- Managing project scope and risk factors to achieve the objectives of the project

- Coordinating all internal resources to ensure that timelines and deadlines are met
- Successful completion of the project as evidenced by the written District Acknowledgement of Delivery (AOD) of Aspen

3.2. Roles and Responsibilities

Follett Project Manager Responsibilities

- Facilitate all project planning activities
- Create and maintain a detailed Project Plan
- Manage to the Project Plan to ensure that deadlines are met, and mitigate whenever plan objectives are at risk
- Manage the Project Change Control procedures
- Maintain project documentation and provide timely status reports and meetings
- Work with District Project Manager to resolve any issues that develop during the project
- Ensure communication between the Follett Implementation Team and District
- Allocate appropriate Follett resources to meet commitments as agreed in the Project Plan
- Control project scope and identify project risks and risk mitigation strategies
- Work within agreed Project Governance processes to organize and prioritize requirements, tasks, issues, risks and changes to scope
- Manage the deliverable review process to ensure the project is delivering the benefits anticipated by the District

District Project Manager Responsibilities:

- Assign a single point of contact to work directly with the Follett Project Manager
- Participate in the Project Planning Meeting and weekly status meetings
- Ensure adequate participation by the appropriate District personnel in conference calls, workshops, training events, and status meetings including attendance by project stakeholders in monthly project reviews.
- Meet commitments as agreed upon in the Project Plan. If deadlines are not met, the overall Project Plan may need to be modified to compensate for changes. Should the District not meet a commitment set forth in the agreed Project Plan, Follett cannot guarantee that the original timelines can be kept. Any changes to the agreed upon Project Plan must be agreed to by both parties.
- Work within agreed Project Governance Processes to organize and prioritize requirements, and tasks as well as identify and communicate issues, risks and changes to scope.
- Provide written verification of the Aspen Solution delivery immediately following the Go live Date. In the event the District fails to approve or reject the Software in writing within fifteen (15) days following delivery of the Product (as evidenced by an Acknowledgement of Delivery ("AOD") form), the Software shall be deemed accepted. The AOD form can be found in Appendix B.

3.3. Project Status Reporting

Project status reporting is the presentation of relevant, factual project data in an objective, understandable format.

Reporting provides the District with an objective picture of the project's current status. Status reporting is an inherent part of the management of a project.

When effective project control processes have been implemented, project reports present the District with project transparency and early detection of potential issues. Most problems will have been anticipated and appropriate corrective actions will already be in place. Follett will provide a project status reporting template with basic reporting categories that can be used as is or modified to ensure it is mutually beneficial to both parties.

3.4. Project Reporting Schedule

Follett recommends that project status meetings be held on a regular basis. This helps ensure that all project team members are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months. This ensures that issues or risks can be mitigated before becoming a liability of the project. The following describes our recommended project status reporting schedule.

3.4.1. Weekly status report and meeting

The project management team attends this meeting along with various members from both teams who are involved in the current project activities. This meeting generally lasts no longer than one hour and gives an overview of the week's successes and issues. It also discusses strategies and plans for the following week. The meeting is scheduled regularly on the project calendar. We will also prepare and deliver a weekly status report. If required, this would also be accompanied by a risk and issue log, and an updated project plan.

3.4.2. Monthly status report and meeting

One of the weekly project management meetings will be designated as a monthly status review that would include attendance by key project sponsors and/or stakeholders from both the District and Follett. This meeting would summarize project accomplishments for the month as well as updates on project strategies and plans. At this meeting, the Follett Project Manager presents relevant portions of their detailed status report such as:

- Progress report on work performed, describing the status by project phase of each major task in the work plan and the deliverables associated with that task

- Milestones attained and deliverables completed, comparing the planned and actual completion dates

- Problems encountered and corrective action taken, defining the resources required and any ramifications to the project

- Project work plan updates, incorporating agreed changes and defining the implications for resources and schedules

- Objectives targeted for the following month, defining the major tasks, milestones, and deliverables to be started or completed

3.5. Project Change Control Procedures

Anything not addressed in this SOW is out-of-scope and not included in these services. All changes to the SOW, any attachments hereto, or the Project Plan are subject to mutual written agreement. The Project Change Request ("PCR") form can be found in Appendix A.

3.5.1. Change Initiation

If the District requests a change, then the District shall deliver to the Follett Project Manager a written request. This request should describe the purpose of the change and anticipated effect the change will have on the project. Follett will then develop and deliver to the District a written proposed PCR that defines the scope change, schedule impact and any impact on pricing and/or terms of the agreement.

If Follett proposes a change, then Follett will develop and deliver to the District a written proposed PCR. This request will describe the purpose of the change and anticipated effect the change will have on the project as well as any impacts to scope, schedule, pricing and/or terms of the agreement.

3.5.2. Change Validation

Upon receipt of the PCR, the parties will work together in good faith to reach an agreement. Upon agreement, the parties shall sign the PCR.

3.5.3. Approvals and Acceptance

The Project Manager of a party is authorized to discuss and agree to the PCR on behalf of such party except that the final approval must be signed by District's Project Sponsor and authorized signatory of Follett.

No PCR shall amend the original agreement unless and until the PCR is signed by the authorized representatives of both parties.

3.6. Mutual Responsibilities

Below is a typical outline of projects tasks and the roles and responsibilities needed to ensure a successful implementation of the Aspen solution. This will be reviewed along with the project timeline to provide effective resource planning and minimize delays in the project implementation.

Tasks	Responsible Party						
	Follett PM	District PM	District PS	Follett DCL	Follett CS	District SME	District TA
Project Initiation, Planning, and Setup:							
Complete configuration planning documents	C	A	C			R	
Define District Project Team for each major subgroup of tasks e.g. data validation, customizations.	C	R	A			C	
Kick- off meeting (1 day)	A	R	R	I	I	R	R
Aspen Requirements Review Meeting(s)	A	R	I			R	C
Project Monitoring:							
Weekly Status Meetings	R	A	I			C	C
Monthly Project Review	R	A	C	C		C	C
Data Conversion (approximately 3 cycles)							
Initial data extract uploaded to FTP site	C	A	I	I			R
Data Conversion Meetings (1-2 times per week)	C	A	I	R		C	
Aspen SIS Overview and Data Validation Workshop (3 days)	A	R	I	I		R	I
Data Validation & feedback	C	A	I	C		R	I
Customizations							
Review Standard Reports and Screen Templates. Provide District sample reports. Identify customization requirements.	C	A	C		C	R	
Review and approve customizations requirements.	C	A	C		C	R	
Configuration							
System Administrator Training (3 days) and Workshop	C	R	I		A	R	
Define Security Roles	C	A	C		C	R	
Complete Configuration and data clean up	C	A	C		C	R	
Application Training							
Schedule training & determine training logistics	R	A	C			C	
Invite District attendees, reserve and set up room, print manuals	C	A	I			R	

Follett

Tasks	Responsible Party						
Go Live Tasks	Follett PM	District PM	District PS	Follett DCL	Follett CS	District SME	District TA
Aspen SIS Pre and Post Go Live checklist	C	A	C			R	C
Go / No Go Decision	C	R	A	C	C		
Execute Acknowledgment of Delivery Form	A	R	C				
Post Go Live							
Weekly Status calls (approx 3-6 months)	A	R	I			C	

Follett PM	Follett Project Manager
District PM	District Project Manager
District PS	District Project Sponsor
Follett DCL	Follett Data Conversion Lead
Follett CS	Follett Configuration Specialist
District SME	District Subject Matter Expert(s) covering the following areas: Data Validation, Reports, District Business Processes, State Reporting and Training.
District TA	District Technical Administrator(s)
R - Responsible Party	Owns completing the task.
A - Accountable Party	Has ownership but not direct responsibility to complete the task.
C - Consulted Party	Provides advice or opinion to those responsible or accountable to complete the task.
I - Informed Party	Provided with knowledge about task.

4. Project Initiation

This stage of the project is focused on mobilizing the project delivery teams across all parties, reviewing the objectives of the project and capturing functional requirements for the Aspen SIS solution.

4.1. Planning Meeting

At the beginning of the project, an Aspen Implementation Planning Meeting is held with the District. The goal of this meeting is to ensure the Aspen SIS Implementation Team from Follett and the District fully understands the objectives of the project.

This includes reviewing the project timeline (see Table 1 for example), roles and responsibilities of the team members, implementation components and timing and duration of these activities, critical success factors, and procedures that will govern the management of the project. It is also during this meeting that any known project risks will be discussed and proper mitigation plans developed collaboratively to prevent them from becoming a liability to the project.

Table 1: Sample Project Timing and Duration
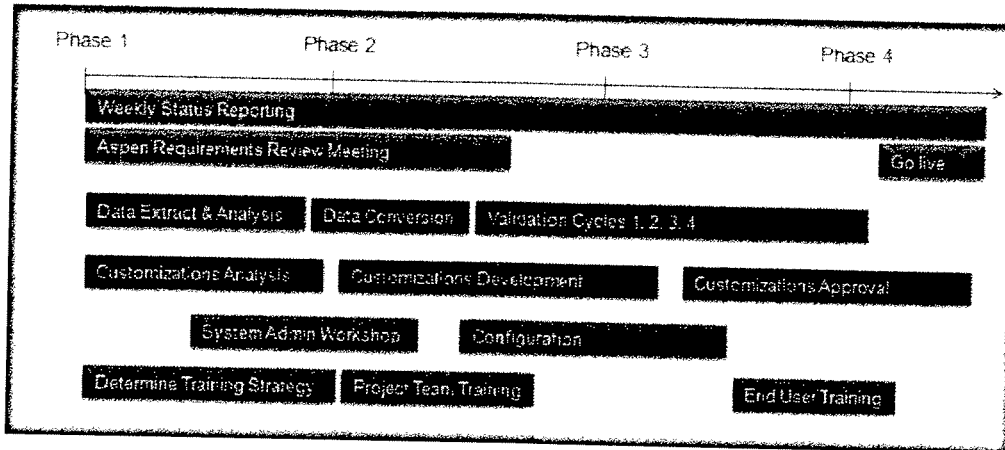
4.2. Aspen Requirements Review Meeting(s)

The requirements gathering process is a critical part of a successful implementation of the Aspen solution within the District. In order to control scope and support a successful rollout within the agreed timeframe, it is necessary for Follett and the District to work together to clearly identify requirements of the system at the onset of the project.

The Aspen SIS is a highly configurable and flexible system and the goal of the requirements meeting(s) is to understand functional requirements and how they will be accomplished within the application – either through baseline SIS functionality, or configuration of the Aspen tools (ie Reports, Imports, Exports, Procedures, Workflows, and Templates). Functionality that requires additional work beyond basic system configuration will be deemed customization and will be handled through the customization hours included as part of this contract (see Section 5.4). Customization is defined as work within the Aspen toolset - it does not include product enhancements. Any development work to the core Aspen product will be handled outside of the scope of this SOW via the product enhancement process.

The output of these meetings is a Requirements Planning Report that will consist of an overview of current state business processes for key areas, along with business process recommendations and configuration of the Aspen SIS to meet District needs. The District will be asked to acknowledge the accuracy of the report before system configuration begins. In addition, the District is responsible for ensuring attendance of the District Project Team and Subject Matter Experts (SMEs) for each area analyzed in order to obtain thorough and accurate system requirements.
Below is further description of the analysis completed.

Business Process Review

The purpose of this task is to document business procedures and processes of the SIS functional areas most impacted by the new Aspen SIS system. The review will include some or all these processes:

- Define current enrollment/withdrawal processes
- Define current student information requirements and processes
- Define current attendance requirements and processes
- Define current health and immunization requirements and processes
- Define current discipline processes
- Define current grade reporting processes
- Define current academic history/transcripts processes
- Define current test history processes
- Define current special education processes
- Define current other programs processes
- Define current State reporting requirements
- Define current SIS interface requirements
- Document the requirements and processes defined

Reports Review

As part of the migration to the Aspen solution, Follett will complete a review of pre-defined "core" reports and procedures needed by the District. These would include items such as district reports, report cards, progress cards, official school transcripts, student and teacher schedules, absence and conduct letters, student profile reports, honor roll formulas, ineligibility formula, GPA and credit calculation procedures. Modifications to the built-in report formats necessary to meet the District requirements will be documented.

4.3. Training Database Setup (if applicable)

If the District has purchased a training database, the following will occur: Two instances of the Aspen SIS will be created and hosted by Follett at the onset of the project. One database serves as a "sandbox" and will contain generic data for the purpose of allowing the District to become familiar with the application. This is a temporary instance that will be available throughout the implementation.

The second instance of the Aspen SIS will also be hosted by Follett and serve as the development environment where data conversion/validation, configuration and customization will occur. User acceptance testing will be performed in this environment to ensure the Aspen SIS system meets all requirements and is ready for production use. This instance will be "refreshed" after every data validation round and will become the District's production environment. The permanent training database for the District will be created by replicating this instance after the final round of data validation. In the case of a self-hosted customer, both of these instances will be moved to the customer environment right before go live.

5. System Configuration

During this stage of the project, the District and Follett will work within the Aspen application to complete the key components of the implementation: Configuration, Data Conversion/Validation, Customization and State Reporting.

5.1. System Configuration

As part of the implementation, the District will be assigned a Configuration Specialist to ensure the configuration of the SIS system meets the District's requirements. Configuration of the system will be a joint responsibility between Follett and the District.

The Configuration Specialist focuses on the following objectives:
- Conduct System Administration Training
- Maintain the Aspen SIS configuration documents
- Coordinate internal and District resources to ensure configuration tasks are completed, tested and accepted by the District

To start the configuration process, a System Administration Training will be conducted with the District. This training is 3 days in duration and is conducted in a workshop format. These sessions will provide the necessary knowledge and skills needed for configuration of the Aspen system and administrative users will learn aspects of administering Aspen. The agenda for the training is as follows:

- Day 1 – District and school preferences setup; User account creation; User role and security tag configuration
- Day 2 – Data Dictionary; Reference Tables; Template modifications
- Day 3 – Grade term and grade scale setup; Transcript Definition configuration; Grade Input setup; Qualification List definition; GPA setup

5.2. Data Conversion and Validation

Below is an overview of the data conversion and validation process. The initial conversion cycle begins with data being exported from the District'sIPASS system. This is a full export of every table and every row in the entire database. This is to be completed by the District and provided to Follett in the form of an export (database backup).

Table 2: Data Validation and Conversion Process
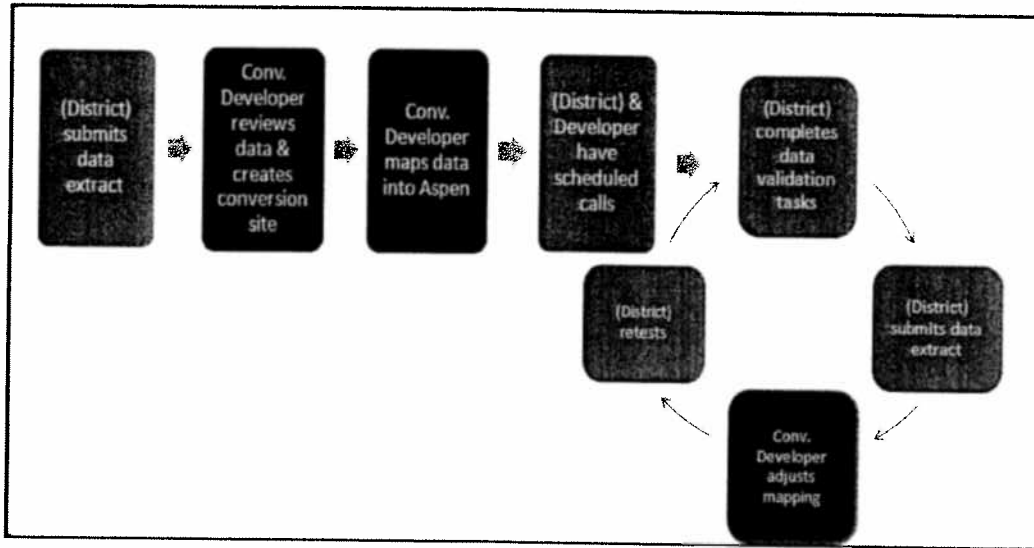
The next phase is the analysis and mapping of legacy data to the Aspen SIS data model. This mapping is done by interpreting the source data and collaborating with District technical staff to identify each field's analog in the Aspen solution. To facilitate this process, regularly scheduled conference calls/webinars will be established between the Follett Aspen Conversion Developer and the District's technical staff throughout the duration of the conversion portion of the implementation.

Table 3 contains the data that will be converted as part of this SOW. Any additional data will need further analysis and may be subject to additional fees.

Table 3: SIS Data to be Converted
district school year context
schools (schools, classrooms, lockers)
calendars
addresses
staff
student demographics
student enrollment
student contacts
student transportation
student schedule
student fees and fines
student schedule rotation (if applicable)
assessments (up to 5 summary level assessments)
student attendance (daily and by period)
courses (district catalog and school courses)
Transcripts (including Credits and GPS information)
conduct

| reference codes |
| student events & programs |
| course requests |

Data Validation is the next phase and one of the most critical processes in the migration from a District's legacy system to the Aspen SIS. It is during this phase that the District validates that the data from the legacy system is indeed in the expected fields in the Aspen system.

There can be up to 4 rounds or cycles of data validation during a conversion. Typically each validation cycle takes 2 weeks – 1 week for the district to review the data and a week to fix issues identified. After each cycle the data is refreshed before the next validation round is started.

The process is kicked off with a Data Validation Workshop which explains the process and expectations of the Data Validation Team. The District will assign a Data Validation Coordinator who facilitates the validation process within the District – ensuring data is reviewed by the appropriate District personnel and collecting and logging validation results.

The District will be responsible for passing or failing each validation task. For those tasks that the District fails, a detailed explanation along with appropriate screen shots or specific examples must be provided to reduce the number of times the task is passed back and forth between the District and Follett.

Follett Responsibilities

- Data conversion of the data identified above in Table 3. Any additional data will need to be estimated and agreed upon through the Project Change Control Procedures in Section 3.5 above.
- Follett will profile the data at the time of conversion in an attempt to identify data issues and associated implications with loading the data into the Aspen SIS. Those issues identified will be discussed with the District to identify resolution and impact to schedule and price (if applicable).
- Follett will assign a Data Specialist to the project team to serve as the District's point of contact for any data consultations

District Responsibilities

- District will provide Follett with the data in an agreed upon format, along with related materials, in accordance with the timeframe specified in the Project Plan
- District will provide clarification of issues associated with the data work to be completed
- District will provide a single point of contact for data related decisions and communications
- District will log into the Aspen system and validate data in legacy system is in expected fields in Aspen and document results

5.3. State Reporting Development

Working with the District's State Reporting Coordinator, Follett will deliver the reports and exports needed to comply with State requirements. Any reports and exports that the District requests that are not necessary for State compliance, may be subject to additional charges.

Constraints

All programming and design for standard state reporting exports and reports outlined within this SOW will be based solely on the documentation and direction provided by the State's governing authority in this area.

Requirements

The District will create and retain a backup of their IPASS database. This should be the same backup produced for the data conversion activities outlined in section 5.2. The District will provide access to this database in their current environment and direct their legacy SIS system's reports to the database to provide a baseline of data results to which the Aspen reports can be validated against. A sample of the corresponding IPASS state mandated exports and reports are also required from the District to serve as a baseline for Aspen export and report validation purposes.

Following the second validation of the legacy data conversion process in section 5.2 above, the state standard exports and reports can begin to be executed from Aspen's reporting framework and validated for results in comparison to results achieved utilizing the backup data and the IPASS reporting system. If validation efforts reveal the need for modifications in the data conversion, they will be evaluated for utilization of the System Customization hours included in this contract (see Section 5.4).

Maintenance of State Reporting

Identification of mandatory changes by the state's governing authority to the standard state reporting exports and reports outlined within this SOW will be achieved through a combination of the Follett state-assigned systems analyst maintaining regular contact with the state as well as direct communication with the District's State Reporting Coordinator.

Once a change to an existing state standard export or report is communicated and the proper documentation is shared, the Licensor will begin impact analysis to the current configuration and evaluated for inclusion into the solution for this state. Once the change is confirmed to be necessary to maintain core functionality, it will be scheduled as required within the documentation and direction provided by the State's governing authority in this area.

If a new mandated export or report is introduced by the State's governing authority in this area, it will reviewed for data scope and necessity to maintain core functionality and evaluated for inclusion into the solution for this state.

5.4. System Customization

Built into the contract are up to 100 hours to accommodate customization work which is defined as work within the Aspen toolset to meet the District's functional requirements. This may include data interfaces to third party software programs, imports and exports, and changes to workflows. It is the goal to have the majority of customization necessary identified during the Aspen Requirements Review Meeting. Once the requirements are identified, the work effort will be calculated and communicated to the District. Once the customization hours are exhausted, any additional work will need to be accommodated through the Project Change Control Procedures in Section 3.5 above. Product enhancements – any development work to the core Aspen product – are not part of this SOW and will be handled outside of the scope of this SOW via the product enhancement process. _All customization requests must be submitted to Follett, including supporting detail, within 90 days of go live date or be forfeited._

6. Validation / Production System Readiness

This stage of delivery is focused on ensuring all elements of the agreed functional requirements have been delivered, are functioning correctly and fit for purpose.

6.1. Functional Testing

Follett will facilitate functional testing to demonstrate that the new SIS meets the baseline functionality as approved by the District. This testing occurs throughout the implementation as configuration and customization work is completed.

6.2. Production System Readiness

Follett will work with the District on the following tasks before go live:

* Configuration readiness checklist
* Ensure security management is in place
* Define post implementation escalation processes / handoff to Technical Support

7. Transition to Production Deployment

The final stage of the project manages the transition of the Aspen system to the District for production rollout.

7.1. Training Services - SIS Rollout

This section describes the training services included within this SOW to support the initial SIS implementation and rollout. The training topics, led by Follett trainers, are held onsite at the District and _class size is limited to 20 participants_ per session, unless noted otherwise.

The District should schedule and complete each training topic no more than two weeks prior to production use of the Aspen functionality. One day of onsite training constitutes up to seven hours of total training time. The District and Follett Project Manager will work together to create a training schedule that maximizes the trainer's onsite time.

All sessions will cover a minimal amount of Basic Navigation concepts. <u>The System Fundamentals course should be considered a pre-requisite for all courses, with the exception of Teacher Gradebook and Community Page Design.</u>

All training materials will be delivered in electronic form. It is the responsibility of the District to print training materials for training attendees.

REQUIRED Training
The following courses are required:

> ## System Administration – 3 Days
> These sessions are presented in a workshop format at the beginning of the system configuration stage of the project (see section 5.1). Administrative users will learn aspects of administering Aspen. Aspen Administrators will need to attend all sessions.
>
> Day 1 – District and school preferences setup; User account creation; User role and security tag configuration.
> Day 2 – Data Dictionary; Reference Tables; Template modifications.
> Day 3 – Grade term and grade scale setup; Transcript Definition configuration; Grade Input setup; Qualification List definition; GPA setup.
>
> Intended Audience: Aspen System Administrators

> ## System Fundamentals – 2 hours
> This training provides users with an introduction to the Aspen SIS, focusing on the configuration of the system and system navigation. Users learn skills that will be applied in their use of all Aspen modules, including student data access, data filters, query writing, and report generation. <u>This session is a pre-requisite to other end user trainings.</u>
>
> Intended Audience: All Aspen users, except Teachers

End User Training
The District has purchased 8 days of end user training. The following courses can be chosen by the District for their training depending on the functionality of the Aspen system being used. <u>All training days must be scheduled within 90 days of go live date or be forfeited.</u>

Full descriptions of the courses will be provided at the onset of the implementation.

Enrollment Management	**1.5 hours**
Attendance Management	**1.5 hours**
Conduct Management	**1.5 hours**
Daily Scheduling	**1.5 hours**
Teacher Gradebook – Attendance and Grade Posting only	**1.5 hours**
Full Teacher Gradebook	**3 hours**
Grade Management	**1.5 hours**

A. P. M.

Pages	2 hours
Advanced Fundamentals	2 hours

One day of onsite training constitutes up to seven hours of total training time. These courses do not have to be delivered consecutively. The courses can be scheduled to match the rollout timing of functionality to the District. Please refer to the table below for recommended courses by end user.

Training Requirements by End User

■ Teacher Gradebook	■ System Fundamentals ■ Special Education View
■ System Administration ■ System Fundamentals ■ Attendance ■ Conduct ■ Grade Management ■ Enrollment Management	■ System Fundamentals ■ Attendance ■ Conduct ■ Enrollment Management
■ System Fundamentals ■ Other specific courses as necessary	■ System Fundamentals ■ Conduct ■ Enrollment Management
■ System Fundamentals ■ Conduct Training ■ Enrollment Management ■ Master Schedule Building ■ Daily Schedule	■ System Fundamentals ■ Health
■ System Administration	■ System Fundamentals
■ Parent/Student Portal o Follett will provide "quick guide" training manuals that can be distributed to parents either electronically or in hard copy.	

7.2. Other Training Services:

Online Training Subscription – Annual Service: This agreement includes (1) connection to every WebEx session Follett offers for the Aspen product during the school year. The Follett training team typically offers at least one session per week and as many as three sessions some weeks. With a wide range of topics from "refreshers" to reviewing features in an upcoming release to learning how to edit reports, everyone in the District can benefit.

7.3. Training Requirements
The District is responsible for the following to facilitate training sessions:

- Training facility with high speed Internet access and a minimum of 20 workstations that meet minimum hardware recommendations and have appropriate software installed or application hosting service URL available
- Adequate audio and visual projection that can be linked to the instructor's workstation
- Mouse attached to the trainee workstation even if using laptops and handling of any trainees' special needs before training begins
- Erasable marker board, or flip chart, large enough to be seen by trainees in the training room with markers
- Access no less than 24 hours prior to the class to the fully functional training room
- Member of the District IT staff who can be on-call in case there are any problems
- Printing of user reference guides / training materials for each trainee

7.4. Training Services Cancellation Policy

- Cancellation and/or reschedule requests must be received by email (aspen-training@follett.com) or by calling Follett's toll free number (888)-244-1366. The District is responsible for ensuring that Follett receives its written or verbal request. Follett will reply with a written acknowledgement, via email, of the changes.
- The District will not be charged if the cancellation request is received more than fifteen business days prior to the training date.
- The District will be invoiced at 50% of the cost if the cancellation request is received six to fourteen business days prior to the training date.
- The District will be invoiced at 100% of the cost if the cancellation request is made five or less business days prior to the training date, or failure to appear for the training.
- Follett reserves the right to reschedule training sessions two weeks prior to the scheduled delivery date(s).
- Substitutions of attendee(s) may be made at any time.

8. **Go Live Support**
Follett will perform the following services in support of Go Live:

- Aspen SIS Pre and Post Go Live Checklist completed
- Onsite Follett Support Services 2 days during go live
- Introduction to Aspen Support Team and ticket logging process
- Distribute and collect Acknowledgement of Delivery (AOD) form.

In the event the District fails to approve or reject the Software in writing within fifteen (15) days following delivery of the Product (as evidenced by an Acceptance of Delivery ("AOD") form), the Software shall be deemed accepted and the District will be invoiced accordingly.

9. Post Implementation Support

Post go live, the District will have an assigned Configuration Specialist/Relationship Manager for a period of six months to one year. This person will assist the District System Administrator in becoming progressively more independent and proficient in the use of Aspen. This person will also assist the District with their understanding of District support processes including using Technical Support for ticket issues, requesting customizations to Aspen tools, and finding valuable dynamic resources.

Within the first year post go live, once the District's system administrator(s) demonstrate(s) confident use of Aspen, the District will be transitioned to our Community Relationship Managers (CRM). This team will reach out to your District proactively in a variety of ways; newsletters, web pages, conference calls, and email. This team's goal is to continuously empower District in their use of Aspen.

10. Customer Technical Support

Customer Technical Support is included with your Aspen Service Agreement, and features the following services:

- Software updates during the year, as available
- Toll-free telephone technical support
- 24/7 Customer Web Portal, with searchable online knowledge base.

Note: _Follett will only provide support to the extent that the applicable Follett product(s) is utilized as licensed. Any use beyond the intended use of the product - as outlined in this Statement of Work -- may result in cancellation of Support. Issues that are the result of changes to configuration, queries, or reports that are not received directly from Follett are beyond the scope of standard support and may result in a separate charge._

Telephone support for issue resolution:

- Your designated District contacts will have access to Follett's staff of product and technical experts via a toll-free number from 7:00 AM to 5:00 PM in each of the following time zones: Eastern, Central, Mountain, Pacific.
- The expectation is that the designated contacts are the point of contact for all end users within the District. Follett will not provide technical support to District staff members that have not been designated by the District.

District Requirements:

Only designated District contacts may contact Follett Technical Support. Site-based staff must contact a designated representative within your District for support.

Customer Web Portal:

Follett has a web-based support portal, available 24/7 to all Districts with a current support Agreement which includes:

- Electronic submission of support tickets
- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

11. Additional Aspen Solutions for Implementation

In addition to the Aspen SIS, the District has purchased and/or is implementing the following:

11.1. Health Implementation Services

The following services are included with the implementation of the Aspen Health module:

- Project Management
- Data Conversion and Validation of the following data:

Health Data Elements
Health Conditions
Immunizations definitions
Immunizations series
Immunizations doses
Screenings
Visits (Health Log)
Medications

- State reporting
- Training Services:

Health System Administration and Configuration	10	Full day
Health End User Training	15	2 hours

This SOW does NOT include any services for the following:

- Installation of any hardware or software at the District or schools unless explicitly stated within this SOW.
- Development of any application or interfaces to other applications other than those specifically defined within this SOW.

<u>The District is responsible for the following to facilitate training sessions:</u>

- Training facility with high speed Internet access and 15 workstations that meet minimum hardware recommendations and have appropriate software installed or application hosting service URL available
- Adequate audio and visual projection that can be linked to the instructor's workstation
- Mouse attached to the trainee workstation even if using laptops and handling of any trainees' special needs before training begins
- Erasable marker board, or flip chart, large enough to be seen by trainees in the training room with markers
- Access no less than 24 hours prior to the class to the fully functional training room
- Member of the District IT staff who can be on-call in case there are any problems

12. Ongoing Services As Needed

Various services may be needed to support the Aspen system following implementation as Districts gain experience with the system and business process needs change. In our experience, most Districts require additional services beyond the initial implementation.

A key service following year 1 of implementation, are the Build Workshops which **are mandatory in year 1** to develop the District's schedule for the upcoming year. The cost for these services is listed in the price summary with your agreement . Pricing assumes the District is attending scheduled workshops in Follett's Hingham office. Workshops can be scheduled onsite at the District's location for an additional fee. The workshops follow the same process for scheduling and cancellation policy as the courses under Training Services above.

Prepare to Build Workshop

Prepare to Build Training is the kick-off to your Master Schedule Build. The <u>2-day training</u> examines each task that must be completed in preparation to running the schedule build engine that will build the schedule structure and load the student schedules. There are no prerequisites to this training and no required materials, but users are welcome to bring any schedule reference materials they may have, i.e. student course requests, staff schedule requirements, room lists. Users will have access to their own District database during this hands-on training. Each training session has a focus of either high school or middle school. The process of building a high school schedule is generally more complex and uses more Aspen features than the typical method of building a middle school schedule. The middle school curriculum has been streamlined to focus on the features that are necessary to complete a middle school schedule. For new users Prepare to Build Training is a requirement. Although the Prepare to Build process is supplemented with WebEx presentations, the WebEx's are best suited for experienced Aspen schedulers looking for a refresher. Districts wishing to receive WebEx invitations or have access to WebEx recordings must be Aspen WebEx subscribers.

Schedule Build Workshop

The Build Workshop gives school schedule builders an expert-supported environment in which to build the schedule structure and load student schedules. Despite your best planning, there will most likely be schedule conflicts that need to be resolved. Dedicated schedule experts are on hand to help users navigate resolutions and offer best practice advice. The objective of the 3-day workshop is to have each school leave with completed master, teacher, and student schedules.

General Overview
This Project Change Request form is based upon the Agreement between Follett, a company with an address at 75 Wm Terry Drive, Suite 2204 Hingham, MA 02043 and *<insert District name>* Customer number *<insert Oracle Customer number>*, having its principal place of business at *<insert Customer address>* ("Customer") signed *<insert agreement signing date>*.

Change Identification
The change identification for this request is *<PCR Number>, Month day, year.*
Change Description
<Insert details of change being requested>

Project Impact
This PCR will impact the project in the following manner:
- **Scope Impact**
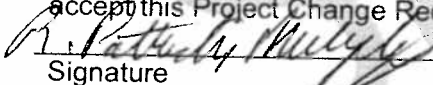
- **Schedule Impact** *<Insert any impact on the schedule. Include the previously agreed scheduled dates as reference when appropriate and use tables appropriately for visual clarity.>*

- **Price Impact** *<Insert any price impact related to the PCR. Be specific and include previously agreed pricing as appropriate.>*

- **Terms and Conditions Impact** *<Insert any terms and conditions impact related to the PCR. Be specific and include previously agreed terms as appropriate*
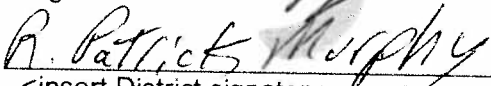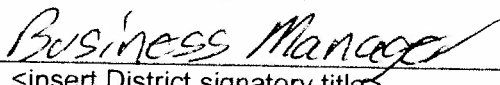
Target Approval Date
The Licensor must receive District's approval of this Project Change Request by *<insert date on which the PCR must be signed - this date should be 2 business weeks after delivery.>*. Approval delays will require a rework of this Project Change Request.
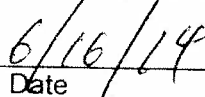
PCR Approval
<Insert district name> and Follett, as evidenced by the following representatives' signatures, accept this Project Change Request along with the stated impact.

R. Patrick Murphy
Signature

R. Patrick Murphy
<insert District signatory name>

Business Manager
<insert District signatory title>

_6/16/14_
Date

_____
Signature

_____
<insert Follett signatory name>

_____
<insert Follett signatory title>

_____
Date

District Name:
Agreement Date:

Delivery

I confirm that the following deliverables described in the original agreement have been successfully delivered:

☐ Aspen Software
☐ Configuration
☐ Data conversion
☐ Administration Training

Data Validation

It is the responsibility of the school district to validate converted data within a project timeframe. School district validation efforts are crucial to the accuracy of the conversion. Post-cutover conversion work due to incomplete validation will result in additional costs and may hinder the processes of district staff.

I confirm that the validation of data converted from <<source system>> to Aspen has been adequately performed and confirm that <<district name>> is now live on Aspen. I understand any conversion work required prior to the go live is included in the agreed upon conversion costs.

I also understand that any data conversion costs incurred after the "Go live" will be the responsibility of <<district name>>. Additional conversion work will be resolved in an appropriate timeframe agreed upon by both Follett <<district name>>.

Accepted By: _Pa. Patrick Murphy_   Date: _6/16/14_

Printed Name: _Patrick Murphy_

Title: _Business Manager_

District Address: _New Bedford Schools_