



1400 Atwater Drive Malvern, PA 19355

Frontline Customer Agreement

CD989375

12/12/2016

P: 610-722-9745 | F: 888-492-0337

Customer:

Sylvan Union School District
605 Sylvan Ave
Modesto CA 95350-1517

Contact: Matthew Shipley

Title: Assistant Superintendent of Human Resources Business

Phone: (209) 574-5000

Email: mshipley@sylvan.k12.ca.us

Yperes

Pricing Overview:

Startup Cost: One-Time cost due at signing

\$6,000.00

Annual Subscription: Recurring cost

\$17,750.00

Itemized Description	Unit Price	Qty	Total
VeriTime Subscription - Users (End Users: 400)	\$11,000.00	1	\$11,000.00
VeriTime Subscription - Substitutes (End Users: 350)	\$5,000.00	1	\$5,000.00
VeriTime - Annual Accruals Only	\$1,750.00	1	\$1,750.00
VeriTime Startup Cost - Implementation	\$6,000.00	1	\$6,000.00

Amount Due at Signing (Startup Cost) **\$6,000.00**

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Sylvan Union School District

Name: Yvonne Perez

Signature: Yvonne Perez

Title: Assistant Superintendent

Sign Date: 12-21-16

Frontline Technologies Group, LLC

Name:

Signature:

Title:

Sign Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:



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ADDITIONAL TERMS:

1. **Subscription.** Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's Human Resources and Administrative Software(s) (collectively known as the, "Software") by Customer and those employees Customer registers on the Software as "Designated Employees."
2. **Term.** The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term, or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. **Payment.**
 1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a eight (8) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Annual Subscription, set forth on the first page of this Agreement, will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date, set forth on the first page of this Agreement. Frontline will render a detailed invoice, showing the Annual Subscription item(s) unit price multiplied by the quantity, as set forth on the first page of this agreement, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item(s) of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item(s) unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
 5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Agreement and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
4. **Software Assistance.** Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of the Software, and (b) ongoing email assistance and emergency telephone assistance regarding the use of the Software during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday with a four (4) hour response time; but: (i) emergency telephone assistance rendered by Frontline shall only be to Customer's Software Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Software.
5. **Software Operation.** Customer acknowledges and agrees that it must properly enter data, information and configure settings within the Software in order for the Software to operate properly. Customer shall be responsible to verify the accuracy of any of the Customer's data, forms, workflow and configuration settings entered on the Software. Frontline does not accept any liability, arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from web-based SaaS products procured under this Agreement.
6. **Software Administrator.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly, at its expense, have a new employee obtain Frontline Software administrator certification and be designated as a Software Administrator.
7. **Subscription Restrictions.**
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Software Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the Software by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's users acquired by Frontline shall be confidential. Aggregated data not relating to individual users of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. **Integration.** In the event Customer integrates the Software and a third-party product or service, whether with or without Frontline's assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. **Ownership of Customer Content.** Customer represents and warrants that it is the owner of the content it has selected for use in connection with the Software, or has obtained permission for such use from the owner of the content, including but not limited to, evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including but not limited to parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
10. **Indemnity.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all claims, expenses, and losses arising from or related to use of content Customer has selected for use in connection with the Software.
11. **Limitation of Liability.**
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
12. **Termination.**
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
 3. Upon termination or expiration of this Agreement, Customer may request a copy of its data that is in Frontline's possession. Upon receipt of Customer's written request, data-scrambling techniques can be employed to remove Customer's, and their End User's, personally identifiable data stored in Frontline's products.
13. **Public Disclosure.** Customer grants to Frontline the right to publicly disclose the fact that Customer is using the Software, for Frontline's advertising and other promotional purposes.
14. **Copyright and Trademarks.** All intellectual property pertaining to the Software, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
15. **Entire Agreement.** This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.