



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111


727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

June 1, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: School Link Technology Yearly Maintenance

The attached contract is a software support agreement between School Link Technology and the District School Board of Pasco County in the amount of \$35,246.75 for the free and reduced lunch program. This software aids in processing over 52,000 free and reduced meal applications, tracking over 6,800,000 lunches and 3,100,000 breakfasts. The contract will be effective July 1, 2010 through June 30, 2011. To date we have spent \$70,000 with this company.

School Link Technology is the copyright holder of the web Smartt software used by the Food & Nutrition Department for the free and reduced lunch program and therefore, the bidding process is waived as per Florida Administrative Code 6A1.012.

Should you have any questions regarding these services, please contact Nicole Westmoreland, Financial Coordinator.

Attachment (1)



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Food and Nutrition Services

Richard P. Kurtz, Director

813/794-2439 Fax: 813/794-2118

727/774-2439 TDD: 813/794-2484

352/524-2439 rkurtz@pasco.k12.fl.us

MEMORANDUM

FNS-135-10

May 14, 2010

TO: Kendra Goodman,
Purchasing Agent

FROM: Nicole Westmoreland, Financial Coordinator
Food and Nutrition Services

SUBJECT: School Link Technology Yearly Maintenance

Please request the Board's approval at the June 1, 2010 meeting for the Food and Nutrition Services Department to renew the current School Link Technology services contract. This contract provides software supports of the meal operations, meal accountability, free and reduced, federal, state and local reimbursement.

School Link software aids in processing over 52,000 free and reduced meal applications, tracking over 6,800,000 lunches and 3,100,000 breakfast.

The Food and Nutrition Services Department annually provides and claims meals in accordance with USDA regulations for Pasco County schools including charter and private sites. School Link Technology provides the software and support to maintain this system.

If you have additional questions, please contact me at extension 4-2438 or nwestmor@pasco.k12.fl.us.

received
3/30/10 AF

P.O. Box 2410
Santa Monica, CA 90407-2410



Toll Free: (800) 423-2113
Fax: (310) 656-6845

Date: April 14, 2010

To: Nicole Westmoreland, Pasco County Schools

From: Susan Brady, SL-Tech

Re: Quote for annual technical support 2010-2011

Item	Quantity	Unit	Cost
Estimated Annual Technical Support Fees Year 2010-2011			
Central Office, Base	1		\$749.25
Central Office, POS & Accountability	1		\$749.25
Central Office, F/R Processing	1		\$749.25
Central Office, EZApp	1		\$1,250.00
Site, Base	76	\$299.25	\$22,743.00
Site, POS & Accountability	76	\$74.25	\$5,643.00
Site, WebSMARTT	76	\$44.25	\$3,363.00
Total Estimated Support Fees			\$35,246.75

Susan Brady

CONTRACT REVIEWED
AND APPROVED:
Kdy 5/12/10



CONTRACT REVIEWED AND APPROVED; Kof 5/12/10

Agreement

THIS AGREEMENT, made and entered into this ___ day of ___

By and between SCHOOL-LINK TECHNOLOGIES, INC., a corporation of the State of Delaware, Having a principal place of business in Santa Monica, California (hereinafter referred to as "SL-TECH");

And

Pasco County Schools

A School District, having a principal place of business at

7227 Land O'Lakes Boulevard

In the City of Land O'Lakes

In the State of Florida

(Hereinafter referred to as "Customer").

WHEREAS, Customer has purchased or is in the process of purchasing certain equipment from SL-TECH for the purposes of providing a comprehensive food service and food management system. In connection therewith, Customer desires to use certain Licensed Programs and Licensed Documentation owned by SL-TECH and other proprietary materials and support services of SL-TECH in order to effectively operate the equipment and to obtain a comprehensive service and management system. Customer further realizes that SL-TECH has devoted a substantial amount of money and effort in the development and acquisition of these Licensed Programs and the Licensed Documentation and that SL-TECH grants a license to Customer to use these Licensed Programs and Licensed Documentation only in strict compliance with the terms and conditions stated herein.

NOW THEREFORE, in view of the foregoing premises and in view of the mutual covenants and conditions and arrangements as hereinafter described, the parties agree as follows:

DEFINITIONS

The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the following respective meanings:

- (a) Terminal. The term "Terminal" as used herein shall mean a terminal having a display screen and keyboard input and capable of operation as a cash register used at a point of sale and in connection with the selling or distributing of food. This term, Terminal shall include peripheral devices such as bar code readers, bar code wands and pin pads when such peripheral devices are sold by SL-TECH with the terminal.
(b) Unit Program. The term "Unit Program" as used herein shall mean that program or software required for use with any on-site Point of Sale Terminal or Terminals in an Individual Establishment (as hereinafter defined) and which is designed for and is capable of enabling operation of and performance of certain functions to be accomplished at each Individual Establishment.
(c) System Program. The term "System Program" as used herein shall mean that program or software required for use with a main

processor or computer at a central station, such as a district office, or other location and which processor or computer is adapted for certain functions including communication with each of the on-site Unit Program computers in the Individual Establishments.

(d) Modules. The term "Modules" as used herein shall mean the routines or subprograms which form part of and are encompassed by either or both the Unit Program or the System Program (and constitutes part of the Licensed Programs) and which presently include:

- (i) A menu design and analysis module which maintains reports and analyzes food combination packages and enables updating and calendaring;
(ii) A price eligibility module containing a data base of eligible students who may receive reduced or no cost food benefits;
(iii) An inventory and purchasing module which enables the maintaining of files for purchase orders and inventories;
(iv) A system input module which operates the Point of Sale Terminals;
(v) A communication module which controls the transfer of files from Individual Establishments to a central station.

(e) Licensed Programs. The term "Licensed Programs" as used herein shall mean and include the Unit Program and the System Program as well as the Modules which are identified above and any other Module which may be supplied by SL-TECH hereunder.

(f) Licensed Documentation. The term "Licensed Documentation" as used herein shall mean any and all written training materials and instructional and user materials relating to the Licensed Programs as may be furnished by SL-TECH to Customer under this Agreement.

(g) Individual Establishment. As used herein, the term "Individual Establishment" shall mean each individual food service operation which prepares and/or dispenses or sells food. By way of example only, and not of limitation, if Customer owns or operates five individual schools with each having its own individual food service operation then Customer has five "Individual Establishments".

(h) Equipment. The term "Equipment" as used herein shall mean any and all apparatus, devices and hardware, including but not

CONTRACT REVIEWED
ALL APPROVED
Kdy 5/12/10

limited to the Terminals, which are sold or leased by SL-TECH to Customer and which apparatus, devices and hardware, and the "Terminals" are listed on Exhibit "A" attached hereto.

(i) **Food Management System.** The term "Food Management System", as used herein, shall mean that system which has been developed by SL-TECH for use in the management and distribution of food in educational institutions such as schools and the like. This Food Management System is based on use of Equipment and Terminals which may be obtained from SL-TECH and on use of Licensed Programs and Licensed Documentation acquired from SL-TECH and which system also includes the Energy Express(sm) or other Marketing Programs offered by or through SL-TECH.

(j) **Machine Readable Form.** The term "Machine Readable Form" as used herein shall mean a format which enables the user to link a specified program to other program material in a form capable of being processed by a microcomputer.

(k) **Suitable Installation Environment.** The term "Suitable Installation Environment" as used herein shall mean access to a source of 110/120 volt electrical power and data circuits installed in accordance with SL-TECH guidance and training materials.

(l) **Read Only Memory.** The term "Read Only Memory" as used herein shall mean that memory of a microprocessor of an SL-TECH terminal which contains the actual programming code or instructions, which is highly confidential program material of SL-TECH. This programming code or instructions is the sole and exclusive property of SL-TECH and is subject to all other terms and conditions of this Agreement.

SECTION I: SOFTWARE

ARTICLE 1: GRANT OF SOFTWARE LICENSE

SL-TECH hereby agrees to grant to and does hereby grant to Customer and Customer accepts a non-transferable and non-exclusive right and license, with no rights to sublicense, the Licensed Programs and the Licensed Documentation for complete and full use by Customer thereof, although subject to the other terms and conditions stated herein.

ARTICLE 2: LICENSE PAYMENT TO SL-TECH

(a) **License Fee Pricing.** In consideration of the grant of a right and license to use the Licensed Programs and the Licensed Documentation, Customer agrees to pay and will pay to SL-TECH a license fee established in accordance with Exhibit A of this Agreement.

(b) **License Fee Charges.** The prices set forth in Exhibit A of this Agreement for the license in the Licensed Programs and Licensed Documentation are valid only for the items identified, if any, in and for the specifically identified quantities of the items in Exhibit A. For any other items or additional quantities of items, the price is subject to change thirty (30) days after notification of such price change by SL-TECH.

ARTICLE 3: LIMITATIONS ON USE

(a) **Use of the Unit Programs in Individual Establishments.** It is understood and purchaser agrees that the license fee paid to SL-TECH pursuant to Article 2 hereof, shall be based on the total number of Unit Programs licensed hereunder with one Unit Program to be used for all Point of Sale Terminals in one individual Establishment, such that each individual Establishment requires its own separate Unit Program. Customer will pay a separate Unit Program License fee for each of the Individual Establishments in which Unit Programs are to be used.

(b) **Use of the System Program at a Central Station.** It is understood and agreed that each System Program in machine readable form will be used on only one central processing unit or main computer at a single central station and will not be used with or on any other central processing unit or main computer at the same or at any other central station.

(c) **Ownership Rights.** It is understood that, except for right and license granted to Customer hereunder, the full right, title and

interest of the Licensed Programs and the Licensed Documentation remains with and in SL-TECH. Customer agrees that the Licensed Programs and the Licensed Documentation and all proprietary rights of any type relating to or arising out of the Licensed Programs and the Licensed Documentation shall belong to and remain with and as the sole and exclusive property of SL-TECH.

ARTICLE 4: LIABILITY AND WARRANTIES

(a) **Limitation of Liability.** Except for a breach by SL-TECH of any of its obligations under this Agreement, which has not been cured by SL-TECH within 30 days from SL-TECH having received written notice from Customer, SL-TECH shall not be liable for any loss, injury or damage claimed to have resulted from the use or the inability to use the Licensed Programs and/or the Licensed Documentation regardless of the form or type of the alleged loss, injury or damage. Beyond any loss, injury or damage which Customer suffers as a result of a breach by SL-TECH, as provided above, Customer agrees that SL-TECH shall not be liable for any damage, including, but not by way of limitation, special damages, indirect damages or consequential damages resulting from Customer's use of or inability to use the Licensed Programs and/or Licensed Documentation. The foregoing states the entire liability of SL-TECH with respect to any such loss, injury or damage suffered by or claimed to have been suffered by Customer. It is expressly understood that the liability of SL-TECH for any damages which may be suffered by Customer arising out of or under this Agreement, regardless of the form or type shall not exceed all monies paid by Customer to SL-TECH under this Agreement in any one year period.

(b) **Warranty on Conformance to Specifications.** SL-TECH only warrants that the Licensed Programs conform generally to descriptions and specifications published by SL-TECH and/or contained in any published description of the Licensed Programs of SL-TECH which is current at the time of execution of this Agreement. SL-TECH does not warrant that the Licensed Programs may be free of program errors.

(c) **Warranty on Title.** SL-TECH warrants and represents it has good and marketable title to the Licensed Programs and Licensed Documentation free and clear of all liens and security interests and that the license of the Licensed Programs and the license of the Licensed Documentation to Customer does not knowingly infringe upon the rights of any other party.

(d) **Limitation on Warranties.** SL-TECH makes no further warranties or representations of any kind or any type regarding or pertaining to the Licensed Programs and the Licensed Documentation. The foregoing warranties are in lieu of all other warranties. Specifically, SL-TECH makes NO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

ARTICLE 5: MODIFICATION OF LICENSED PROGRAMS

(a) **Permission to Modify Licensed Programs.** Customer may modify any Licensed Program in machine readable form, for its own use and merge it into other program material to form an updated work. However, upon termination of this license, or upon termination of this Agreement, the Licensed Programs supplied by SL-TECH will be completely removed from such other program material and dealt with under this Agreement as if permission to modify had not been granted. If a Licensed Program cannot be separated from such other program material, then the Licensed Program and all such other program material will belong to and become the sole and exclusive property of SL-TECH. Further, any portion of a Unit Program which is modified or incorporated with any other program material shall be used only at the individual Establishment for which it was acquired by Customer. In like manner, any portion of any System Program which is modified or incorporated with other program material shall be used only at the central station and on the designated central processing unit or main computer for which such System Program was acquired.

(b) **Voidance of Warranty.** It is expressly understood that any warranty provided under this Agreement is completely voided upon any modification of the Licensed Programs or any incorporation

thereof into other program material and SL-TECH disclaims any warranty whatsoever with respect to any modified Licensed Program or for any material into which the Licensed Programs have been incorporated and SL-TECH will specifically not be liable for any damages of any kind resulting therefrom.

ARTICLE 6: COPYING AND CONFIDENTIALITY

(a) **Copying of Licensed Programs.** Except as provided herein, Customer shall not copy, in whole or in part, any of the Licensed Programs or any part thereof which are provided by SL-TECH under this Agreement whether in machine readable format or in any other form. Any Unit Program provided by SL-TECH in machine readable form, may be copied in whole or in part, in printed form or in machine readable form for use by Customer at the designated Individual Establishment, for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such material. Any System Program provided by SL-TECH in printed form or in machine readable form, for use by Customer at the central station, may be copied, in whole or in part, in printed form or in machine readable form, for use by Customer with a designated central processing unit or main computer at a specified main central station, only for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such material.

Notwithstanding the foregoing, no more than three copies of any Unit Program at each Individual Establishment and no more than three copies of any System Program will be in existence at any one time without the prior written consent of SL-TECH. Further, the original and any copies of any Licensed Programs including any of the Unit Programs and System Programs in whole or in part, which are made hereunder, shall belong to and become the property of SL-TECH.

(b) **Copying of Licensed Documentation.** Customer is hereby authorized to make copies of any of the Licensed Documentation for purposes of training, reference and understanding for use only in connection with the Licensed Programs. However, Customer shall make no more than five copies of any Licensed Documentation relating to the Unit Programs for use at any Individual Establishment and shall make no more than five copies of any Licensed Documentation relating to the System Program for use at any central station, without the express written approval of SL-TECH. It is also understood and agreed that the original and any copies of any of the Licensed Documentation, in whole or in part, which are made hereunder shall belong to and become the property of SL-TECH.

(c) **Records of Copies.** In the event that Customer does make copies of any of the Licensed Programs or the Licensed Documentation as provided herein, then Customer will keep accurate records showing the number of copies of the Licensed Documentation and the number of copies of the Licensed Programs, the location thereof at the Individual Establishment or central station and the name or names of the parties in control of such copies.

(d) **Requirement of Confidentiality.** Customer agrees to keep each of the Licensed Programs and all of the material relating thereto, including the Licensed Documentation, in strict confidence and to disclose the same only to employees, officers and representatives of Customer who must have knowledge of the same. Customer also assumes the full responsibility for the acts of any such employee, representative or officer who violates the terms of this Agreement. This requirement to keep in confidence includes and relates to all Licensed Programs and Licensed Documentation, including but not limited to, flow charts, logic diagrams, algorithms, or source code, in any form.

(e) **Copyright Notice.** Customer shall include any copyright notice of SL-TECH on any copies reproduced in whole or in part, in any form, including partial copies of modifications thereof. SL-Tech acknowledges that Customer is subject to the Sunshine Laws of the State of Florida.

ARTICLE 7: SOURCE CODE

(a) **Escrow Arrangement.** SL-TECH will place in escrow the source code for Licensed Programs and updates to which Customer may be

entitled under the terms of this Agreement. SL-TECH will notify Customer within thirty (30) days of the date of execution of this Agreement of the name, address and telephone number of the escrow agent. The escrow agent will provide to Customer the source code for the Licensed Programs and any updates to which Customer may be entitled under this Agreement only if SL-TECH has been subjected to a voluntary or an involuntary bankruptcy proceeding (not including any reorganization proceeding) and which will result in a complete termination of the business of SL-TECH or if SL-TECH is permanently out of business and no longer operating. It is the obligation of Customer if desiring to obtain the source code under the provisions in Article 7 in Section I hereof, to show adequate proof of its entitlement to such source code. In addition to any proof required by the escrow agent, that adequate proof shall, at minimum, include complete proof that Customer is an authorized licensee with Licensed Programs and complete proof of full license fee payments to SL-TECH, as well as proof of complete cessation of operations as described above.

(b) **Release of Liability.** It is recognized and understood that situations and conditions may arise in which it is difficult or impossible for the selected escrow agent to properly determine whether or when or under what conditions the source code should be provided to Customer hereunder. Therefore, in order to select an escrow agent who will not charge for an increased risk of liability, which would otherwise substantially increase the costs to Customer, in addition to the provisions regarding liability which may be imposed by the escrow agent, Customer hereby releases, waives and discharges any and all claims, demands or causes of action against the escrow agent from errors or omission as a result of or arising out of the performance by the escrow agent under this Agreement.

SECTION II: EQUIPMENT

ARTICLE 1: EQUIPMENT PURCHASE PRICE

(a) **Purchase of Equipment.** SL-TECH hereby agrees to sell and Customer hereby agrees to purchase and does hereby purchase all of the Equipment upon the terms and conditions hereinafter set forth and agrees to pay to SL-TECH in accordance with unit pricing for each piece of equipment and any component thereof, as specified in Exhibit A of this Agreement, excluding applicable taxes, freight and insurance or any duty thereon.

(b) **Equipment Purchase Price.** The prices set forth in Exhibit A of this Agreement for the purchase of Equipment and any component thereof are valid only for the items identified in and for the specifically identified quantities of the prices of Equipment and components in Exhibit A. For any other items or additional quantities of pieces of Equipment or components, the price is subject to change thirty (30) days after notification of such price change by SL-TECH.

ARTICLE 2: DELIVERY AND RISK OF LOSS

(a) **Delivery.** The delivery of the Equipment will be made in accordance with a delivery schedule which is mutually agreed upon by SL-TECH and Customer. Method of shipment will be consistent with the nature of the Equipment and hazards of transportation.

(b) **Risk of Loss.** During the period that the Equipment is in transit, or in the possession of Customer, up to and including the date of installation, SL-TECH relieves Customer of responsibility for all risks of loss or damage to the Equipment, except for loss or damage caused by Customer. After the Equipment has been delivered to Customer, the risk or loss of damage shall be on Customer. Customer agrees that after delivery it will assume any responsibility for any loss of or damage to the Equipment, except as provided in Articles 4, 5, and 6 in this Section II, until such time as the complete and full purchase price for the Equipment has been paid to SL-TECH.

(c) **Liens, Claims and Demands.** Until such time as Customer shall have paid the complete and full purchase price to SL-TECH, Customer shall be responsible for and shall promptly discharge any and all liens, claims or demands which may attach to the Equipment while in Customer's possession in connection with the normal operation of Customer, although it is understood that Customer shall

not be responsible for any liens, claims or demands resulting from any act or omission by SL-TECH.

ARTICLE 3: INSTALLATION OF EQUIPMENT

It is recognized that the Terminals may be installed in various Individual Establishments of Customer and certain other apparatus or devices or hardware forming part of the Equipment may be installed at a district office or central station. Customer shall provide a suitable installation environment in each of the Individual Establishments and at the central station with all facilities which are necessary for installation and operation of computer equipment, including but not limited to, a source of 110 volt electrical power for each Terminal and any computers. Unless provided by other provisions of this Agreement, Customer will also provide the necessary labor required for unpacking and installing each of the Terminals and other apparatus or devices or hardware in the desired locations. In the event that Customer fails to provide a suitable installation environment, the date of installation shall be considered to be the date of delivery for the purposes of the Agreement.

ARTICLE 4: LIABILITY AND WARRANTIES

(a) **Warranty on Terminals.** SL-TECH warrants the Terminals for a period of six (6) months from the date of execution of this Agreement to be free from defects in material and workmanship. The obligation of SL-TECH is limited to repair of the Terminals including replacement of parts thereof, as hereinafter described, or replacement of the Terminal on an exchange basis. This warranty is conditioned only upon proper use and care of the Terminals and does not apply to repair or damage caused by accident, transportation, neglect or misuse, alteration or modification, or failure to provide a suitable operating environment for use of the Terminals, or failure to treat the Terminals in a manner appropriate for electronic apparatus of this type.

(b) **Warranty on Other Equipment.** SL-TECH does not warrant and assumes no responsibility for the operation or failure of operation of any other Equipment provided by SL-TECH hereunder, except for the Terminals. It is understood and agreed that SL-TECH does not manufacture any of the Equipment, other than the Terminals and only supplies same to Customer as a convenience to Customer and therefore assumes no liability of any kind and also makes no warranty of any kind with respect to the Equipment, other than the Terminals.

(c) **Limitation of Liability.** In no event shall SL-TECH be responsible for special damages, indirect damages or consequential damages resulting from Customer's use of or inability to use the Equipment or which in any way arises out of the use or installation of the Equipment. It is expressly understood that the liability of SL-TECH for any damages which may be suffered by Customer or arising out of or under this Agreement, regardless of the form or type shall not exceed all monies paid by Customer to SL-TECH under this Agreement in any one year period. The foregoing states the entire liability of SL-TECH with respect to any such loss, injury or damages suffered by or claims to have been suffered by Customer.

(d) **Warranty on Title.** SL-TECH warrants and represents that it has good and marketable title to the Terminals free and clear of all liens and security interests and that the Terminals do not knowingly infringe upon the rights of any other party.

(e) **Limitation on Warranties.** SL-TECH makes no further warranties or representations of any kind or any type regarding or pertaining to the Equipment. The foregoing warranties are in lieu of all other warranties. Specifically, SL-TECH makes NO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

(f) **Ownership of Program Material.** It is recognized that one or more components of the Terminal, such as, for example, a read only memory may be encoded with one or more of the Licensed Programs, or portions thereof, and which constitutes highly confidential and proprietary information of SL-TECH. While Customer may lease or purchase the Terminal including one or more components, such as the read only memory, it is agreed that any Licensed Program, or portion thereof, which has been incorporated

into the read only memory, or other portion of the Terminal, such as by way of masking, or otherwise, belongs to and is irrevocably the property of SL-TECH.

(g) **Obligation of Confident and Copying in Firmware.** To the extent that the Terminals or any other Equipment furnished to Customer under this Agreement contains any software material or firmware, Customer is bound by the provisions of paragraph (d) in Article 6 in Section I hereof, and also agrees not to copy or reproduce any of such software materials or firmware without the express written permission of SL-TECH.

ARTICLE 5: SERVICING OF TERMINALS

(a) **Maintenance Responsibility During Warranty.** In the event of failure of any Terminal or inability to operate properly, (defective Terminal) SL-TECH will repair any such Terminal having a defect in parts or workmanship, provided Customer has properly used and maintained the Terminals as provided in paragraph (a) in Article 4 in this Section II and paragraph (e) in this Article 5. Customer will ship, postage prepaid, to the factory of SL-TECH in Santa Monica, California, and will assume the necessary shipping insurance thereof, any Terminals which are defective and which require servicing pursuant to the warranty hereunder. It is understood that SL-TECH may, at its own election, repair or replace any defective Terminal which is returned by Customer to the factory of SL-TECH in Santa Monica, California. SL-TECH will endeavor to repair and return, or otherwise replace, such defective Terminal for Customer within one working day from the receipt of the defective Terminal from Customer. It is the responsibility of Customer to ship postage prepaid to the factory of SL-TECH and to assume charges for shipping and any insurance obtained on the Terminals and to assume and pay for all shipping and insurance costs for return of the repaired or replaced Terminal.

(b) **Maintenance Responsibility for Improperly Used Terminals.** In the event that Customer returns to the facilities of SL-TECH, a defective Terminal, which in the opinion of SL-TECH has not been properly operated, or treated in a manner appropriate for electronic apparatus of this type, or operated in the proper environment, SL-TECH will immediately notify Customer that the defective Terminal cannot be repaired or replaced under the warranty and will advise Customer of the cost to repair or replace the defective Terminal within one working day from receipt of the defective Terminal from Customer. Upon receipt of appropriate instructions from Customer to repair or replace the defective Terminal, SL-TECH will repair or replace the defective Terminal, at its election, and will bill Customer therefore the normal charges of SL-TECH for such repair or replacement. Customer agrees to pay all charges in connection with the repair or replacement of the defective Terminal to SL-TECH within thirty days from the date of billing thereof.

(c) **Maintenance Responsibility for Terminals After Warranty.** Unless Customer notifies SL-TECH as provided in paragraph (a) in Article 6 in this Section II, Customer shall receive maintenance under a maintenance program pursuant to Article 6 in Section II hereof, to cover any defects in the workmanship or parts of the Terminals after the six (6) month warranty period.

(d) **Maintenance Responsibility on Other Equipment.** It is understood and agreed that SL-TECH has no responsibility or obligation regarding the maintenance of any Equipment purchased herein, except for the Terminals, as provided in paragraphs (a) through (c) in this Article 5. Customer may, if it desires and same is available, enter into a maintenance Agreement with the manufacturers or suppliers for the maintenance of the other Equipment.

(e) **Operation of Equipment.** Customer will be responsible for the proper use, management and supervision of the Equipment and the operating method and procedures necessary for establishing the necessary controls over access to data, and for establishing all proper check points and procedures necessary for the intended use of the equipment and the security of the data stored therein.

ARTICLE 6: TERMINAL MAINTENANCE

(a) **Terminal Maintenance Service After Warranty.** Unless Customer notifies SL-TECH as provided below, Customer shall subscribe to the annual Terminal Maintenance Service provided by SL-TECH, commencing after the six (6) month warranty period for the Terminals as provided in paragraph (a) in Article 4 and in paragraphs (a) and (b) in Article 5 in this Section II, and shall pay to SL-TECH a Terminal Maintenance Service payment in accordance with Exhibit A of this Agreement and which Terminal Maintenance Service payments are in addition to any other payments by Customer to SL-TECH hereunder. Customer's subscription to the Terminal Maintenance Service shall be for a one year term and shall automatically renew for successive one year terms unless Customer notifies SL-TECH in writing at least thirty (30) days prior to the beginning of any such term that Customer does not wish to subscribe to, or to renew its subscription to, the Terminal Maintenance Service.

(b) **Terminal Maintenance Services Provided.** Provided that Customer has paid to SL-TECH, the yearly Terminal Maintenance Service payments, SL-TECH will repair or replace, free of charge any defective Terminal which is returned by Customer to the factory of SL-TECH in Santa Monica, California. SL-TECH will endeavor to repair and return, or otherwise replace, such defective Terminal for Customer within one working day from the receipt of the defective Terminal from Customer. It is the responsibility of Customer to ship postage prepaid to the factory of SL-TECH and to assume charges for shipping and any insurance obtained on the Terminals and to assume and pay for all shipping and insurance costs for return of the repaired or replaced Terminal.

(c) **Voidance of Maintenance Service.** Customer shall make no changes or repairs to the Terminals without the express written approval of SL-TECH, or otherwise, notwithstanding the payment of the Terminal Maintenance Service payments, SL-TECH shall have no obligation to provide the maintenance service under this Article 6.

SECTION III: SUPPORT SERVICES

ARTICLE 1: SOFTWARE INSTALLATION AND ORIENTATION

(a) **Installation and Orientation Services Provided.** In connection with the use of the Food Management System by Customer and the acquisition of the Licensed Programs and the necessary Equipment and Terminals to operate the Food Management System, SL-TECH, or its representative, will provide the following installation and orientation services to Customer prior to and/or at the time of the initial startup:

- (i) SL-TECH, or its representative, shall assist Customer in the use and installation of the Licensed Programs licensed to Customer by SL-TECH and the Equipment and Terminals to enable operation of the Equipment and Terminals.
- (ii) SL-TECH, or its representative, shall provide to and assist Customer in the use of the manuals and guidelines provided by SL-TECH (referred to herein as "Licensed Documentation") for use with the Licensed Programs.
- (iii) SL-TECH, or its representative, shall provide software disks for self-training and may provide assistance to Customer in connection therewith, if required.
- (iv) SL-TECH, or its representative, shall assist Customer in setting up and operating training sessions which may include a workshop for central office personnel, a workshop for site managers and a workshop for cashiers, as may be required.

(b) **Extent of Services Provided.** SL-TECH, or its representative, shall provide Customer with installation and orientation services in accordance with Exhibit A of this Agreement.

(c) **Costs and Expenses.** It is understood that Customer agrees to pay for installation and orientation services in accordance with Exhibit A of this Agreement, plus all costs and expenses, including but not limited to, all travel, lodging and per diem expenses (referred to herein as "travel and related costs"), shall be borne by Customer and will be billed to Customer by SL-TECH. Customer shall be obligated to pay, and agrees to pay to SL-TECH, all such billed travel and

related costs and expenses within thirty (30) days after SL-TECH bills Customer for said travel and related costs and expenses.

ARTICLE 2: ON-SITE EXTENDED SUPPORT SERVICES

(a) **On-Site Extended Support Services.** In addition to the basic installation and orientation services, as described in Article 1 in this Section III, Customer may also obtain from SL-TECH, or its representative, On-Site Extended Support Services in the form of on-site operations assistance at a daily rate in accordance with Exhibit A of this Agreement plus travel and related costs. Customer will pay SL-TECH in full for the amount of extended support services billed by SL-TECH on the first day of the month following that month in which Customer received such bill.

Following installation, SL-TECH, or its representative, may also provide On-Site Extended Support Services in the form of quarterly on-site consulting services at a flat fee in accordance with Exhibit A of this Agreement including travel and related costs.

(b) **On-Site Operations Assistance Provided.**

- (i) In addition to the basic training provided in Article 1 in this Section III, SL-TECH, or its representative, may also provide additional training, including the conducting of workshops, audio visual presentations and individual tutorial training.
- (ii) SL-TECH, or its representative, may provide rudimentary hardware installation, including the tacking or securement of electrical conductors as may be required, but not the rewiring or running of any electrical conductors or any service which would require the services of a licensed electrical contractor.
- (iii) SL-TECH, or its representative, may provide data base development by assisting Customer with the organizing of information in the master file, organizing inputs for the system and providing electronic transfer from computer to computer.
- (iv) SL-TECH, or its representative, may provide an amount of assistance and training in the use of the Energy Express(sm) Marketing Program offered by SL-TECH. The extent to which Customer elects to use the Energy Express(sm) or other Marketing Programs offered by or through SL-TECH, is used to determine a reasonable amount of assistance and training which may include:

- (1) The development of a plan to enhance the environment in serving and dining areas proposing new layouts, arrangements and fixtures, considering the efficiency and financial aspects thereof.
- (2) Making an analysis of existing menus and recommending new food products and specifications, considering the nutritional, financial, and quality aspects thereof.
- (3) Proposing new concepts in packaging, containers, and other service disposables to enhance food presentation.
- (4) Developing a schedule of marketing and promotional programs (minimum of one per quarter), specifying the materials and merchandising techniques required for their implementation.
- (v) Periodic program evaluation including an evaluation and rendering of a written report on the effectiveness of the Food Management System.

(c) **Notification for Rate Adjustments.** SL-TECH may adjust rates for quarterly extended support services at any time after twelve (12) months from the date of execution of this Agreement upon thirty (30) days written notice to Customer.

(d) **Vendor On-Sites.** SL-Tech will comply with the State of Florida's requirements under the Jessica Lunsford Act.

ARTICLE 3: OFF-SITE TECHNICAL SUPPORT AND PROGRAM UPGRADES

(a) **Off-Site Technical Support.** Upon execution of this Agreement (date indicated within this agreement document), SL-TECH or its representative, will provide to Customer technical support services as hereinafter provided. Customer will pay to SL-TECH, in addition to the other payments provided for herein, a technical support payment in accordance with Exhibit A of this Agreement.

(b) **Off-Site Technical Support Services Provided.** SL-TECH, or its representative, will provide Customer with the following:

(i) Program updates and licensed Program improvements are supplied by SL-TECH. SL-TECH, or its representative, will also provide telephonic assistance to Customer in the installation, use and training of any such Licensed Programs improvements and program updates. However, Customer recognizes that it is bound by the terms and conditions of this License Agreement with SL-TECH regarding any improvements in the Licensed Programs or any program updates.

(ii) A toll-free "hot-line" for Customer to contact SL-TECH or its representative, will provide a reasonable amount of service or assistance (coordinated through central food service office management personnel) to Customer during telephone communications with Customer.

(iii) Unlimited access to the Bulletin Board System, a 24-hour dial-up service provided by SL-TECH.

(c) Notification for Rate Adjustments. SL-TECH may adjust rates for technical support services at any time after twelve (12) months from the date of execution of this Agreement upon thirty (30) days written notice to Customer.

ARTICLE 4: CUSTOMIZING SOFTWARE SERVICES

SL-TECH will, at its election, generate any customized software relating to the Licensed Programs or perform any revisions of the Licensed Programs and generate new software for Customer which supplements or modifies those functions being performed by the Licensed Programs at a rate in accordance with Exhibit A of this Agreement. However, it is understood that for such customized software services, the liability of and warranties made by SL-TECH are the same as provided in Article 4 in Section II hereof. Further, any such additional software, to the extent that it pertains to or becomes part of the Licensed Programs, will become and remain the sole and exclusive property of SL-TECH, subject to the licenses granted to Customer hereunder.

ARTICLE 5: SUPPLIES AND ACCESSORIES

SL-TECH will provide to Customer those accessories and supplies desired by Customer for use in the Food Management System, to the extent carried by and available to SL-TECH, at the price normally established in accordance with Exhibit B attached. However, it is understood that the prices which are established by SL-TECH may change from time to time without notification to Customer.

SECTION IV: GENERAL PROVISIONS

ARTICLE 1: TERM OF THE AGREEMENT

(a) The term of this Agreement shall commence on the date of execution of this Agreement (the date as indicated within this agreement) and shall continue until terminated by either SL-TECH or by Customer, as provided herein. Unless otherwise provided with thirty (30) day's notice by Customer, this Agreement shall renew for two (2) successive one-year terms under the same terms and conditions provided for in this Agreement. ** KOD*

(b) SL-TECH may terminate this Agreement in the event that any of the following acts of breach of this Agreement are not cured within thirty (30) days of receipt of written notice by Customer of the particular breach alleged:

- (i) In the event that Customer fails to make any license fee payments on a timely basis, or
- (ii) In the event that Customer breaches the provisions in Article 6 in Section I hereof, regarding Copying and Confidentiality, or
- (iii) In the event that Customer breaches the provisions in Article 3 in Section I hereof, regarding sublicenses, or
- (iv) In the event that Customer breaches the limitations in Article 3 in Section I hereof, regarding Limitations on Use, or
- (v) In the event that Customer breaches the provisions in paragraphs (f) and (g) in Article 4 in Section II hereof, or
- (vi) In the event that Customer does not make other payment to SL-TECH required under this Agreement within a period of three months from the date that such payment became due, or
- (vii) In the event that Customer breaches any other material provision of this Agreement.

(c) This Agreement will become automatically terminated and the license herein becomes automatically terminated in the event that Customer becomes insolvent or in the event of bankruptcy or assignment for the benefit of creditors of Customer.

(d) Customer may terminate this agreement in the event of a material breach by SL-TECH that is not cured within ninety (90) days of receipt of written notice from customer of such material breach.

(e) In the event of termination of this Agreement for any reason, as provided herein, Customer will immediately return to SL-TECH all Licensed Programs and all Licensed Documentation, including all copies and exemplars thereof, and will provide to SL-TECH a copy of those records showing the copies which have been made pursuant to paragraph (c) in Article 6 in Section I hereof. Customer will also provide to SL-TECH any other materials which were derived from or based on the Licensed Programs and Licensed Documentation, including but not limited to flow charts, logic diagrams, source code in any form or any other such material and all copies and exemplars thereof. Foregoing provisions will not apply to reports generated by the Licensed Programs.

(f) Any termination of this Agreement automatically terminates the rights and licenses granted to Customer hereunder and automatically terminates any obligations of SL-TECH and Customer under this Agreement save and except (1) any liability of SL-TECH or Customer under this Agreement, and (2) any surviving obligation of SL-TECH or Customer expressly stated in this Section IV. However, it is understood that the obligation of confidentiality, as provided in Article 6 in Section I hereof, is a continuing obligation on Customer and survives the termination of this Agreement.

(g) In the event of a termination of this Agreement for any reason, to the extent the full and complete purchase price for the Equipment has not been paid to SL-TECH, Customer will immediately return to SL-TECH all Equipment received from SL-TECH.

ARTICLE 2: PAYMENT TERMS

Unless otherwise agreed by SL-TECH, all amounts due from customer under this Agreement shall be paid in full within thirty (30) days after SL-TECH invoices Customer for such amounts. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.0% per month (12% per annum) or the maximum rate permitted by law, whichever is less. *** Kdy*

ARTICLE 3: ASSIGNMENTS

This Agreement may not be assigned in whole or in part by Customer without the express written permission of SL-TECH.

ARTICLE 4: GOVERNING LAW

This Agreement is to be construed in accordance with and is governed by the laws of the State of Florida.

ARTICLE 5: SEVERABILITY OF PROVISIONS

In the event that any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, void or unenforceable, such invalidity voidness or unenforceability of this Agreement or any provision thereof shall be deemed stricken and not part of the Agreement so that the remaining portions of the Agreement can be given effect without the invalid, void or unenforceable provision or application and to this end, the provisions of this Agreement are severable.

ARTICLE 6: ALTERATION OF AGREEMENT

This Agreement may not be altered, amended or modified, except in a writing signed by each of the parties hereto. A waiver of the right to enforce any right or obligation shall not be construed as a waiver of any subsequent right to enforce such right or obligation and shall not impair either party's right to demand performance in accordance with the terms of this Agreement.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and there are no representations, either oral or written, other than as set forth in this Agreement upon which either party relies. To the extent that there is any ambiguity relating to the enforceability of the

*RENEWABLE BY MUTUAL AGREEMENT. *Kdy*

Kdy

*** IN THE EVENT SUFFICIENT BUDGET FUNDS ARE NOT AVAILABLE FOR A NEW FISCAL YEAR, THIS CONTRACT SHALL TERMINATE ON THE LAST DAY OF THE FISCAL YEAR WITHOUT PENALTY OR EXPENSE TO THE DISTRICT.*

Agreement as a result of the execution of this Agreement, the terms |

and conditions of this Agreement shall govern.

AGREED TO:

SCHOOL-LINK TECHNOLOGIES, INC.

LAWRENCE M. GOODMAN, III, PRESIDENT

Date

04/13/10

CUSTOMER NAME

SIGNATURE

TITLE

Date

Kendra Goodman
 Signature 5/12/10 Date
 Kendra Goodman, Purchasing Agent
 District School Board of Pasco County