

**Keystone Information Systems, Inc./BLaST Intermediate Unit 17**

**AGREEMENT FOR PURCHASE OF AN INFORMATION MANAGEMENT SYSTEM,  
ASSOCIATED PRODUCTS AND SERVICES**

between

**Wellsboro Area School District  
227 Nichols Street  
Wellsboro, PA 16901**

(herein after referred to as Buyer)

and

**BLaST Intermediate Unit 17  
33 Springbrook Drive  
Canton, PA 17724**

(herein after referred to as Seller)

This Agreement, when executed by Buyer and Seller, shall be a valid and binding contract, and each party agrees to the terms and conditions contained herein together with all Exhibits Incorporated herein by reference:

Accepted by:

**BLaST Intermediate Unit 17**

**Wellsboro Area School District**

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_   
Authorized Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

On \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule 1**  
**Schedule of Products, Services and Purchase Prices**  
**Initial Commitment: Core Software Package and IU Startup Services**

DESCRIPTION	
<b>Installation Services</b>	
	Host Server and Web Server Set Up
<b>Third Party Software Product Licenses</b>	
	Rocket UniVerse RDBMS
	U2 Web DE Web Shares
	U2 Web DE Object Server License
	U2 Web DE Designer
	Keystone Client Desktop User
	Core Financials (Budget Preparation, Purchasing, Cash Receipts, Accounts Payable, General Ledger, Check Reconciliation, Grants/Projects Tracking, Report Writer)
	Requisitions
	KeyNet Requisitions
	School Specialty Shopping Cart Interface
	Fixed Assets Tracking
	Payroll
	Employee Information
	Leave and Attendance Tracking
	Substitute Tracking
	KeyNet Employee Portal
	Applicant Tracking
	Employee Cost Projections
	PA Real Estate Taxes and Fees, Billing and Collections
	Accounts Receivable Module
<b>Software Modifications</b>	
	<i>None identified at contract execution</i>



		DESCRIPTION	
<b>Seller Provided Professional Services and Training Services</b>			
		Installation, Product Review/Fit Analysis, Training and Project Administration Hours, to be applied and used as needed. Intended to provide on full package of implementation project services for first two user entities, for all modules in core package, except PA Real Estate Taxes and Fees, Billing and Collections	
		System Administration, Application Administration and Ad Hoc Query Training.	
<b>Total Price per Year – Billable July 1 Annually</b>			<b>\$15,000.00</b>

**Financials:**

- Accounts Payable Check
- Printed Purchase Order
- Printed Requisition (if needed)
- Board Report (AKA "Warrant Report", "Check Register").
- Cash Receipt

**Payroll/HR**

- Paycheck Print
- Direct Deposit Voucher

**Taxes**

- Tax Bill print, MS Word merge, or one file format for data export
- Interim Bill print or MS Word merge
- Lien Letter print or MS Word merge
- Tax Certification print or MS word merge

Lock Box and Mortgage Company file imports have a charge of \$500 per format.  
County Assessment data file load may have some custom programming charge.

**Implementation Schedule:** This template provides the guideline for any detailed implementation plan to guide the order and timing of events and objectives as relate to the terms of this Agreement, to complete a thorough and



successful implementation of the Products and Services subject of this Agreement. This document is subject to ongoing revision, as agreed upon between Buyer and Seller. Certain dates (such as for Data Conversions or Modifications) cannot be set until completion of the appropriate Product Review Meeting.

TASK #	TASK REFERENCE	ASSIGNED	EXPECTED DATE	ACTUAL DATE
	Contract Award			
	Assignment of Project Leaders:			
	Delivery of Application Server to Buyer Site (if applicable). Set up and network access			
	Delivery of Web Server to Buyer Site. Set up and network access			
	Configuration of Application Server. Installation of Third Party Software Products. (UniVerse)  Begin Associated Third Party Product Warranties  Install Seller Standard Software			
	Configuration of Web Server. Installation of Third Party Software Products. (Rocket/U2 Web DE)  Begin Associated Third Party Product Warranties.  Installation of KeyNet Applications			
	Installation of Client/Network Software			
	Begin Third Party Maintenance Coverages			
	System Administration training in Operating System Environment, User / Print Management...			
	Training in Application Administration and Security			
	Training in Ad-Hoc Query Set-up and Training in ODBC Reporting Tool			
	Product Review Meeting			

Terms Reference: Each Software Product (or sub-module/application area) goes through the following process:

1. Product Review: This is a thorough review/demonstration meeting with project leaders and appropriate Key Buyer management personnel to make decisions with regard to implementation and Use of the installed module. The process will identify forms and reports needed, and decisions



needed for set up parameters. Discussion will begin around functional specifications for desired modifications to software; And the parties will gather and review data files intended for electronic conversion.

2. **Authorization Documents (Also Review Documents):** Detail the findings of the Review Meeting, decisions made, and itemizes Software Modifications discussed, data to convert, and report/form formats. Where able, Seller submits detailed Functional Specifications for Modifications and associated costs, (or estimates) for acceptance or waiver. These documents also refine details of any Modifications previously quoted and refine the Implementation Schedule, as appropriate.
3. **Authorization to Proceed:** All work is contingent upon formal sign-off. Delay in so doing may alter delivery time frames.
4. **Data Conversion:** Time allotted for Seller to perform data conversions.
5. **Modifications:** Time allotted for Seller to construct Software Modifications.
6. **Training:** Time allotted for User training, with necessary modifications operating, data installed, tables set-up, etc. Each Training Day is charged against time allocated to the Product in Schedule 1.
7. **Validation/Acceptance Test:** Time allotted for Buyer to verify completed Product with Migrated data and Modification(s) prior to balance payment, production Use and commencement of warranty.



## Appendix A Pricing Detail

### Basic Package Charges

<b>Core Software Package</b>	<b>\$15,000</b>
<b>KeyDocs Functionalty</b>	<b>\$1,000</b>
<b>User Licensing (4 Users)</b>	<b><u>\$3,852</u></b>
<b>Total Annual Charges</b>	<b>\$19,852</b>

### Additional Optional Module Charges

<b>KeyNet New Hire -- Estimated Implementation Charges</b>	<b>\$2,000</b>
<b>KeyNet Tuitlon Approval &amp; Reimbursement -- Estimated Implementation Charges</b>	<b>\$2,000</b>
<b>KeyDocs Template Manager for Employee Contracts -- Estimated Implementation Charges</b>	<b>\$2,000</b>

**Wellsboro Area School District selects the following modules (marked with an X):**

  X  

**Basic Package**

\_\_\_\_\_

**KeyNet New Hire**

\_\_\_\_\_

**KeyNet Tuitlon Approval & Reimbursement**

\_\_\_\_\_

**KeyDocs Template Manager for Employee Contracts**

## Appendix B

### License Service Terms and Conditions – (Software Maintenance)

By annual payment of the Software Maintenance Fees, Buyer and Seller acknowledge and accept these License Service terms and conditions, or those which Seller may subsequently present to Buyer prior to Buyer's next renewal term. The term of this License Service is one (1) year, beginning at the end of a Product warranty period, and renewing on an annual basis, provided that neither Buyer nor Seller exercise its right to cancel as specified below

Each Product may have an independent coverage term and anniversary. At Buyer's request, Seller will shorten the initial maintenance term and prorate the initial term Maintenance Fee, for any Software Product(s), so that the subsequent License Service term(s) are consistent with each other and Buyer's fiscal year.

Buyer may remove any Product from License Service, or cancel this entire License Service only by providing formal written Notice to Seller at least sixty (60) days prior to next renewal for that Product(s). Cancellation will be effective on that next renewal date. Seller reserves the right to alter the pricing or terms and conditions of this License Service, only for an upcoming renewal period and, and only by presenting such revised pricing and/or terms, at least ninety (90) days prior to the date of the renewal. Buyer's failure to provide written notice of its desire to remove any item or to cancel this service entirely, at least 60 days ahead of the next renewal term, constitutes Buyer's acceptance of these terms, or any revised terms as presented by Seller, and the associated charges as presented to Buyer by Seller, for the un-cancelled Products for the coming term.

Buyer's failure to pay an invoice within sixty (60) days of issuance, constitutes a breach of this Agreement by Buyer. As a consequence of such breach, Seller may exercise its rights as provided under the law. Seller may also suspend all Service(s) being provided to Buyer under this or any agreements existing between Buyer and Seller after giving fourteen (14) days written notice that Services will be suspended by reason of non-payment.

Seller may also elect not to renew License Services offering for any Product, only by providing Buyer formal written notice of its intentions at least one hundred eighty (180) days prior to the date of renewal in the manner prescribed in the License/Purchase Agreement.

Buyer's continued payment of the applicable Maintenance Fees for associated third-party products (i.e. operating systems, databases, client software, and web application integration software, as applicable) is a prerequisite to Seller's continuation of services for Seller Products, under this License Service:

#### Definitions:

Under these License Service terms and conditions, the following terms, when capitalized, are defined to have the following meanings:

**Key Software User:** The designation given to any employee or agent of Buyer whose job functions render his or her use of one or more Software Products, or the System, key or critical to the organization's successful use of, and benefit from, the system. Buyer must have at least one Key Software User designated at all times for each major Product suite of Seller's in use (FIS, KEMS, PAAS and PA Tax). Key Software Users must be trained by Seller staff directly, or otherwise certified by Seller as "Seller-Trained Personnel" (see below).

**Seller-Trained Personnel:** The designation given to any employee or agent of Buyer who has been trained by Seller's staff directly in the use and operation of one or more Software Products relative to his or

her current job function(s). Such training, whether having been provided during initial system implementation or at a subsequent time, shall be required for that person to access "Client Care" Services for that Product. The training curriculum, and fees, for the training will be prescribed by Seller based on the particular job requirements of Buyer's employee or agent relative to use of the Product, as well as other factors such as prior relevant training or experience. The training prescribed by Seller would in no case be greater than Seller's standard training curriculum for a new user in a new site implementation. Seller may waive this training requirement at its sole discretion and designate any individual as "Seller-Trained Personnel."

**License Services:** Include the following three related categories:

**1. Warranty Extension:** Buyer's payment of the applicable Maintenance Fees associated with each Product extends the warranty provisions of the original purchase or license agreement for that Product, for the term provided above. Warranty is for Standard version, unmodified code as was delivered by Seller originally, and for subsequent revisions and updates provided by Seller to Standard version of Product as defined below, or for more custom modifications for which Seller has specifically agreed to provide warranty and maintenance services. Custom modifications made by Seller for Buyer which Seller chooses not to adopt into Standard Product versions may not be covered under the terms of this support contract unless otherwise specified, but will carry only the warranty associated with such technical services. (On-going service for those may be offered by Seller on a time and materials basis.)

In cases where support service is required related to code which has been modified by Buyer, Seller may, at its sole option, charge its standard service fees for such services. Seller will not be liable for warranty obligations hereunder unless any such charge is paid.

**2. "Client Care" / Support Services:** Buyer's payment of the applicable Maintenance Fees associated with each Product provides Buyer's Seller-Trained Personnel only with unlimited access, by telephone, e-mail, web site or facsimile, to Seller's Client Care Services between 8:30 a.m. and 5:00 p.m. ET, Monday through Friday, with the exception of Seller-observed holidays, for the term provided above. Seller's "Client Care" Services include explanations of Product operation, warranty services, bug fixes, and consideration and discussion of enhancement requests.

Buyer's Seller-Trained Personnel must register each service request with Seller's "Client Care" personnel, in the prescribed format and with as much detail as possible to permit Seller to assign a priority level and the appropriate personnel. All support requests must be registered with Seller's on-duty Client Care personnel regardless of other communications Buyer's personnel may have with any personnel or management of Seller. Seller's personnel will only be required to communicate with Buyer's Seller-Trained Personnel on any request. Each new request will be assigned a level of urgency agreed upon between Buyer and Seller, with associated maximum response time defined by such level. Seller will approach reported problems with Product with the degree of attention appropriate to the problem, and as if it were affecting Seller's own business. If the problem impedes critical processing, Seller will correct the problem as soon as reasonably possible. If the problem is less severe, it may, at Seller's option, be addressed through normal Product revision and update release cycles, further defined below.



Support Services may be provided in any one of the following manners, all of which Buyer deems to be reasonable and will accommodate:

- a. Through verbal communication over the telephone, or in writing (including e-mail), to the Seller-Trained Personnel designated point of contact for the service request.
- b. Through remote Product access to Buyer's system.
- c. Through customer support bulletins or release notes, being reports which describe in narrative form, both functional and technical changes in Product(s).
- d. Through a tape, CD, file transfer, or similar media in machine-readable format containing new or modified programs accompanied by procedures for installation.
- e. Through onsite services at Buyer's site, if provision of the required services is, in Seller's sole opinion, most efficiently accomplished by being in the physical presence of the Computer Equipment, Buyer's personnel, or for another reason. In such cases, no additional cost will be assessed to Buyer. However, Seller will be entitled to its standard service fees and reimbursement for its travel related expenses (Additional Charges) incurred in providing onsite services at Buyer's Site under the following circumstances: if services are requested by Buyer to be provided at Buyer's Site (and in Seller's sole opinion those services could have efficiently been accomplished through another manner), if the onsite trip was necessitated by Buyer's actions or failure to implement instructions already provided by Seller through verbal/written communication, or if the onsite trip was necessitated by a failure of Buyer's Equipment or System accessibility not under a warranty support obligation of Seller.

The choice of the distribution media will be made based upon the volume of the change and other practical aspects, at the sole discretion of Seller.

Support services *not* covered under this Agreement include, but are not limited to, development of new or custom software or reports and data repair (beyond Seller's diagnosis for need of such) for data errors caused by Buyer's personnel. Based upon availability, upon Buyer's request, Seller may provide these services at its current rate for such services.

**3. Product Revision and Update:** In addition to warranty extension and support services as provided for above, at any time while Buyer is under the terms of this License Service agreement, if Seller, invents, develops or in any way creates changes, improvements or expansions (collectively, Enhancements) to a licensed Product, which Enhancements are not being generally marketed by Seller as a separate functional area or Product, Seller will apprise Buyer of the availability of each Enhancement Release within a reasonable time after it becomes available for general production use in conjunction with, or in place of, an existing Product version. If requested, Seller will provide such Enhancements to Buyer, without charge, through Seller's choice of media as set forth above. Seller will provide Buyer with all reasonable assistance required in installing Enhancement Releases through Support Services described above. Depending on the degree of customization in place in Buyer's existing Product version, or the period of time from implementation of the last regular Product Enhancement Release, the effort required to install an Enhancement Release may vary by client. Any further effort required from Seller, including but not limited to installation, interfacing, retrofitting, conversion of existing Buyer data, or otherwise rendering the Enhancement Release fully useful to Buyer, or any Additional Charges associated therewith (including travel for on-site services), and any training in use of differences between old version and Enhancement Release, will be quoted by Seller and charged for at Seller's option at Seller's then prevailing prices, policies and terms, which services. Buyer agrees to accept these

services (including having applicable staff trained by Seller) and reasonable charges, as a condition of its continued access to Support Services hereunder for that Product. Training classes in current standard Product versions may also be offered at Seller's location or in conjunction with a User Group Meeting (if sufficient interest from multiple Buyers warrants). If the timing of these classes coincides with the Enhancement Release installation, the cost of Seller training services may be saved (only the cost of travel expense to the conference of Buyer personnel will exist). Seller may also, at its sole option, offer remote training in Enhancement Releases or new features, using internet technology, (usually training of a more limited and focused scope.)

Seller will take reasonable care to incorporate modifications made to a Product for Buyer, or made by Buyer under the direction of Seller, into the standard Product Enhancement Release, and to place those modifications which cannot be so incorporated into a "custom modification library" to reduce installation costs associated with Seller Enhancement Releases.

State and Federal regulations affecting the operation of a Product may not be covered under this License Service depending upon the scope of the change required. Seller reserves the right to estimate the total cost of the effort required to implement such changes, and to either cover such under the Product Revision and Update provisions of this Agreement or to assess a fee equally dividing that actual cost of the effort to make the change among all users of such Product which request installation of such change.

**Exclusions:** Nothing in Seller's License Services requires Seller to provide functional enhancements to any Product. Products designated as "interfaces" or "third party product interfaces" typically will not include standard update releases but only warranty and support type services under this Agreement.

**Third Party Software Coverage:** Operating System support coverage under this Agreement is limited to diagnosis and limited instruction by telephone in the applicable Product. In the case of most Operating System Software, version updates will require the assistance of the applicable Manufacturer and Buyer's acquisition of release media from the manufacturer directly. The acquisition of the Operating System enhancement release, any needed scheduling of manufacturer or vendor personnel and payment for their services will be the responsibility of Buyer. Seller may require periodic upgrades of Operating System Software as a condition of its continuation of Services under this License Service Agreement.

Seller's coverage of Database, 4GL, Client and Web Interface Software Product under this License Service Agreement includes all access to "Client Care" services as above and the rights to Manufacturer-initiated Enhancement releases of those Products, just as with Seller Software Products as above. Seller may require periodic upgrades of these Third Party Software Product(s) as a condition of its continuation of Services under this License Service Agreement. If Product version update in those Products is requested by Buyer or required by Seller, Seller will act on behalf of Buyer in order to obtain revision or update from Product Manufacturer and assist with implementation of such. Services to install enhancement releases of Third Party Product(s) or train Buyer's staff may be chargeable at Seller's current rates.

Seller makes no warranty with regard to any Third Party Product(s) for which it is providing installation or support Services under this Agreement unless otherwise specifically included in a warranty provided by Seller to Buyer. Support services do not include assistance in migration of Products or data to replacement Hardware or configuration of Products for use with new Hardware or Software, such as setting printers. If required by Buyer, these services also may be purchased from Seller, either with the sale of the Software or Hardware products, or as otherwise quoted by Seller.





**Buyer Responsibilities:**

1. To provide first-line support services to any Sub-licensee User entity Using and Accessing Seller Products via agreement with Buyer. Seller shall not be required to provide Support Services directly to any such User under this Agreement.
2. To pay all invoices due hereunder, within thirty (30) days. Any undisputed invoices not paid after sixty (60) days will allow Seller to notify Buyer, and to place Buyer on "credit hold" status and may restrict access to License Services until paid in full.
3. To back-up the system, programs and data as instructed by Seller.
4. To continue on-site Hardware maintenance coverage from Manufacturer, or an authorized agent for the system on which covered Products are installed and to be supported by Seller.
5. To provide Seller with mutually scheduled access to install available version updates which Seller will make available. These will typically not occur any more than four times in a year, and usually take about two hours of "system maintenance down time" to complete.
6. To continue Third Party Software Product Maintenance coverages relevant to use and support of Seller Products including taking version updates to such when required by Seller or by product manufacturer.
7. To maintain a reasonable system performance level such that operation of, and work in, Software Product is not unduly slow or difficult due to an aged or inadequate underlying system. Reasonable system performance will be based on the reasonable expectation of the time that should be required to process standard user functions and operations with the Software.
8. To designate Key Software Users as primary contact personnel (one or two in each major application area: FIS, KEMS, PAAS, Student) to serve as liaisons between Buyer and Seller personnel for provision of License Services, to help review and route needs and request from multiple system users, as a way of more efficiently using Seller's resources.
9. To ensure that Key Software Users who are new to a particular job function are trained by Seller staff directly as soon as possible.
10. To ensure that all other Buyer personnel who seek to access Seller's Client Care Services are trained by Seller staff prior to accessing Services.
11. To obtain any recommended instruction for Key Software Users, from Seller, before beginning operation of an Enhancement Release even if this is a separately chargeable service. Failure to do so and abuse of support services to fulfill this training need will be justification for Seller to assess training fees which would reasonably have been incurred for such Enhancement Release.
12. To use Seller's Client Care procedures for logging requests, including submission of written, supporting data as Seller may reasonably request
13. To provide Seller with on demand remote access to Buyer's system on which the supported Products are installed, in a way which is secured and is acceptable to Seller as consistent with access methods established with other of Seller clients, regardless of geographic location.

**Seller Responsibilities and Liability:**

Seller is responsible to provide License Services to Buyer as described above, provided that Buyer has paid the applicable Maintenance Fees associated with a given Product and met its other responsibilities, as above.

The obligations stated herein constitute the entire understanding of the obligations related to License Services. The total liability, if any, of Seller or its Suppliers for the provision of License Services, however caused, or occurring out of or in connection with the distribution, use or performance of the licensed Product shall not exceed the applicable Maintenance Fees for a single term. Seller, its affiliates and Suppliers shall not be liable to Buyer or any other person for loss of profits, revenue, goodwill, loss or inaccuracy of

data, for indirect special, incidental, consequential or punitive damages based on contract tort, breach or warranty, negligence, strict liability or any other legal theory, even if Seller has been advised of the possibility of such damages.

**Re-certification of Seller Products:** Should Buyer have a lapse in License Service of any Seller Product through non-payment of the applicable Maintenance Fees, for a period of one or more annual terms, and subsequently desire to reinstate a Product under the terms of this Service, Seller shall have the right to charge a Re-Certification Fee for that Product before again accepting License Service terms (Seller may also require that Buyer install the most current version of the Product prior to reinstating License Services). The Re-Certification Fee shall be equal to the greater of either the annual Maintenance Fee amount not paid during the period of lapse, or twenty-five percent (25%) of Seller's then current market price for a license to that Product, for each year, or portion thereof, of the lapse in coverage, up to the full license purchase price after four years' lapse.

Any re-Certification of covered Third Party software is subject to the applicable Product Manufacturers' current terms and conditions.

