## LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065 FAX: (916) 568-3145

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TER AND CONDITIONS.

Date	Revision	Page
05/27/2014		1
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best_Metho
Reference:		Location / Dept
808170 OLSON C	KB POONV	04ADMN

**PURCHASE ORDER NO** 

A DIVISI PO BOX	ID TECHNOLOGY SERVICES ON OF SCANTRON	Ship To:	FOLSOM LAKE COLLEGE RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630 United States
Phone: Fax:	(800) 228-3628 (402) 697-3352	Bill To:	1919 Spanos Court
email:			Sacramento CA 95825-3981 United States

### email:

Tax Exempt? N					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	ONE YEAR SOFTWARE MAINTENANCE AGREEMENT STP E-MAIL/WEG SGL USER MODEL #STPEW100-SA SERIAL # DBR1EW-2SAT12-D1T19Y	1.00 EA	1,085.00	1,085.00	06/14/2014
2-1	25% REINSTATEMENT FEE	1.00 EA	271.00	271.00	06/14/2014

### PAY PER ATTACHED INVOICE #111080

2012/13 PO 0001070995

Sub Total Amount Sales Tax Amount Total PO Amount

1,356.00
0.00
1,356.00

<u>BU</u>	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	<u>Proj</u>	Amount	<u>BYear</u>
GENFD	5603	11	FL.VI.PRDO	60100	00000	041A	1,085.00	2014
GENFD	5890	11	FL.VI.PRDO	60100	00000	041A	271.00	2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

### **Authorized Signature**

acualda 5

6/11/2014

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

0001076650

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
   FOB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Comm	unity College I	District	
Page of	ANISING OF ERVICES	Req. No. 8	08170
Vendor Code DATE <u>4-30-14</u> Approved by / Date VENDOR <u>HARLAND</u> TEC	014 APR 30 P 3: 46	P.O. NO.	
Approved by / Date VENDOR HARLAND VEC	ANOLOGY SERVICES	DELIVERY INST	RUCTIONS
Reviewed by / Date ADDRESS P.O. BOX 45550	2	54	
Dispatched Method / Date CITY OMNI/D STAT	TE NE ZIP 68/18.050	Location Co	de
PHONE 800-728-3628 FAX	Colle	ge/District Location	Department
DESCRIPTION	Divis ORDERED	· · · · · · · · · · · · · · · · · · ·	Date Required
ITEM GIVE COMPLETE DESCRIPTION, INCLUDING CAT. N *Use additional paper if necessary and please reference req DO NOT USE A SECOND REQUISITION.	IO. & SIZES QUANTITY U	INIT UNIT PRICE	TOTAL PRICE
1 ONE YOR SOFTWARE MAINTUNA	INCE AGRATIAN		
2 MODEL STPEW 106 SA			
3 SURIAL# OBRIEW-25AT2-DIT	rigy		1085.00
4			
5			
6 25	IS REINSTATEMENT FEE		271.00
7 PAST DUES - Please			
8 Forward PO, MA	& INVOLCE	to	
9 PORS der Durir	nemt	- Succession -	
10 <i>for particular</i>			
11 ATTACHUO 9738TWAFE MAINTONAACU	AGREEMENT		
12 (SURVICE) DATED 2/4/2614			
13			
Purchases Charged to Categorical Programs, Grants or Special Project This purchase is in compliance with the requirements of	cts	SalesTax	
For grants/special project	Program Name		
Program Director/Coordinator Signature	Project/Grant Number	Total	1356.00
Program Goal/Objective Number/Explanation	5703		
dance with District Regulation 8323, Section 4, Conflict of Interest, and all	1 COURD 4503 11 1	FL.VI. PRO	0
other applicable district, state, and federal policies, rules, regulations and laws.	Daos erite steedealte stand e	, ,	120 60 A
REQUESTED BY: TYPED/PRINT DATE		<i>0\// 1</i> \$ roj/Grnt	1356,00 XV Amount
LAS (13) 4/30/14			Y
REQUESTED BY: SIGN TURE DATE	Bus. Unit Account * Fund O	rg	
AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE	Program Sub-Class BY P	s roj/Grnt	Amount
Actileen Aleklen Stiller APPROVED: VICE PRESIDENT, ADMINISTRATION DATE	*Asset Location - For equipment purc computers) complete the area below will be housed. Location Code	indicating the final loc	counts 6490, 6495 and cation where equipment
Instructions on Reverse		•	
SS #127 08/12 District Office: White College Deguesting: Velley, Deguester Di			NO
District Office: White College Requesting: Yellow Requestor: Pir	nk Area Dean: <u>Goldenrod</u>		



## 97368TWARE MAINTENANCE SERVICE AGREEMENT

## SERVICE AGREEMENT #\_\_\_\_\_

Bill to: Customer #:		Purchas	e Order #:
Salesperson:	Tawnia Rogers-Ladd	Branch	Omaha
Effective Dates:	2/05/2013	Thru: 2	2/04/2014

### P. O. Box 45550, Omaha, NE 68145-0550 (800) 228-3628 • FAX (402) 697-3350

Billing Data:	Site Data: Customer #: 31354 - 007
Name:	Name: FOLSOM LAKE COLLEGE
Address:	Address: 10 COLLEGE
City:	City: FOLSOM
State/Zip:	State/Zip: CA 95630
Contact:	Contact: CHRIS OLSON
Phone #:	Phone #: 916.608.6525

Harland Technology Services ("HTS"), a division of Scantron Corporation, hereby offers the customer signing below ("Customer") this Software Maintenance Service Agreement (the "Agreement") for the equipment listed in the schedule below (the "Equipment") and located at the site addresses set forth herein. This service is intended to aid Customer in keeping the Equipment in good operating condition and in minimizing breakdowns. The service is offered subject to the terms and conditions set forth below in this Agreement. The Equipment to be covered under this Agreement consists of the following:

Model	Serial #		Location (Room, Dept, etc.)	Charge Amount
			One Year Software Maintenance Agreement	
STPEW100-SA	DBR1EW-2SAT12	2-D1TI9Y	STP E-MAIL/WEB SGL USER	\$1085.00
			25% REINSTATEMENT FEE	\$271.00
			Total Agreement Amount	\$1356.00
Zone:	Service Offerings: Software Support		<ul> <li>☐ Four Years</li> <li>☐ Five Years</li> </ul>	

## ACCEPTED: CUSTOMER

# $\ensuremath{\mathsf{ACCEPTED}}$ ; HARLAND TECHNOLOGY SERVICES, A DIVISION OF SCANTRON CORPORATION

Ву;	By:	TAWNIA ROGERS-LADD
Name:	Name:	
Date:	Date:	February 5, 2013
Tax Exempt No.:	Federal ID No.:	95-2767912

# Notice of Renewal – Return With PO#

CANTRON® S

PAGE: 1



Scantron Corporation and Harland Technology Services ("HTS"), a division of Scantron Corporation ("Scantron"), currently provides you maintenance services for the products referenced in the schedule below and located at the address(es) set forth herein. The services keep the products in good operating condition and minimize breakdowns. The services are offered subject to the terms and conditions below, on the back of this form, and within any applicable enclosures (the "Agreement").

### Schedule of Service And Products

Scantron and HTS will provide maintenance services at the prices indicated from 02/05/2014 to 02/04/2015. This Agreement will remain in effect after that date unless cancelled or modified by either party in accordance with Agreement terms and conditions.

	nt Num: 00212130 <b>Software Agmt</b> <b>5 PO#:</b> 0001070995 (13)	Billing Cycle: Annual	4 m 	
Model	Description	Serial Number	Contact	Rate
CUST# 0031354-007:	Folsom Lake College, 10 College, Folsom, CA	A 95630-9800		
STPEW100-SA	STP E-MAIL/WEB SGL USER	DBR1EW-2SAT12-D1TI9Y	Chris Olson 916-608-6525	1,085.00

TOTAL AMOUNT

This price quote does NOT include any sales or use taxes. Applicable taxes will be applied at the time of invoicing. If payment is made prior to invoicing, please add the appropriate sales or use taxes to your payment.

game	Johnson	
HTS Representative Signat	ure	
JAMES JOHNSO	N	11/11/20

HTS Representative Printed Name

11/11/2013 Date

Notice of Renewal **Return With PO#** 

Customer Signature

Title

Date

1,085.00

Purchase Order #



2020 S 156th Circle Omaha, NE 68130 (F) 402.697.3350 (E) renewals@harlandts.com Questions: 800.228.3628 Renewals: x3251 Invoice Questions: x3281

Invoice Sent To: 111080 FOLSOM LAKE COLLEGE ATTN: ACCOUNTS PAYABLE 1919 SPANOS CT SACRAMENTO, CA 95825-3905

## OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.

2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.

3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.

- 4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
- 5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.

6. Onsite

Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.

7. Enhanced Depot

Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. It is to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.

#### 8. Central Exchange

In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.

#### 9. Depot

- Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
- 10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
- 11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
- 12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.

IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.

- 14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
- 15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
- 16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
- 17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.
- 18. If applicable, software maintenance and support services will be provided in accordance with the enclosed Software Maintenance and Support Services Schedule,





### **TERMS AND CONDITIONS**

1. Orders. This is a legal agreement (the "Agreement") between the entity which ordered products and/or services (our "Customer") and Scantron Corporation ("Scantron"). As used herein "Product Schedules" and/or "service Schedules" mean the Scantron product and/or service descriptions providing the terms pursuant to which Scantron and/or its affiliates and subcontractors will provide and Customer will purchase the products and services described therein. "Product "means the deliverables provided by Scantron and/or its affiliates and subcontractors as described in the applicable Service Schedule. "Service" means the service provided by Scantron and/or its affiliates and subcontractors as described in the applicable Service Schedule. Products and Services purchase order". "This Agreement; the purchase order" or other "applicable order "document (collectively, referred to herein as a "purchase order"). "This Agreement; the purchase order," and the purchase order's Product Schedules and/or Service Schedules form, the complete contract for this transaction, between Scantron and Customert. If you do not agree to the terms of this Agreement, promptly return the unopened Product, package and accompanying items for a refund of the applicable fee. Products and Services described in a purchase order include any accompanying documentation (the "Documentation"). A purchase order is not effective until accepted in writing by Scantron and/or to services such terms in or any other communication which are additional to or inconsistent with this Agreement are not binding unless Scantron expressly assents to such terms in writing, Scantron expressly assents to such terms in writing, an applicable purchase order is best commercially reasonable efforts to deliver the Products and Services apecified in an applicable and accept or reject the Products and/or Services upon delivery. Absent Customer's and services and/or Services are accented, is film and noncancellable.

in an applicable purchase order to Customer on or before the specified delivery dates. Customer will promptly inspect and accept or reject the Products and/or Services upon delivery. Absent Customer's earlier written acceptance, Products and Services are accepted thirty (30) days following delivery. **2.** <u>Software License Grant.</u> If Customer is purchasing software Products ("Software"), Scantron grants a non-exclusive, non-transferable license to the Software under the License Grant as both are identified in the applicable purchase order. Software Documentation is included in and with the license for the Software. Each License Grant is only for the United States and Canada and provides Customer with the Software. Each License of and is only for the United States and Canada and provides Customer with the services in the normal course of Customer's internal purposes, to perform services in the normal course of Customer's business, and consistent with the applicable Product Schedule and/or Service Schedule and the Software Documentation. The applicable Software Product Schedule and/or Service Schedule defines any additional terms and conditions of the License Grant. Camputer systems for the purpose of auditing Customer's usage of the Software. Access will be permitted with reasonable advance notice during business hours.

services in the normal course of Customer's business, and consistent with the applicable Product Schedule and/or Service Schedule and the Software Documentation. The applicable Software Product Schedule and/or Service Schedule defines any additional terms and conditions of the License Grant. Scantron or its designated agents shall have the right to enter and inspect Customer's records and/or its computer systems for the purpose of auditing Customer's usage of the Software. Access will be permitted with reasonable advance notice during business hours. **3.** <u>Compensation</u>. In addition to applicable Product fees and Services fees, Customer will reimburse Scantron's out-of-pocket costs including shipping and reasonable travel and living expenses. Invoices shall be paid within thirty (30) days of receipt without deduction, withholding or offset. Scantron may suspend any License Grant and/or Services provided under this Agreement until payments are brought rate permitted by law. Customer will pay or reimburse Scantron for all duties, taxes (other than taxes on Scantron's income), fees or other similar amounts assessed or imposed by governmental authontiles. Scantron may at any time change fees for Product to, Services, or other times respecting future orders.

Scantron's income), fees or other similar amounts assessed or imposed by governmental authorities. Scantron may at any time change fees for Products, Services, or other items respecting future orders. A <u>Title and Risk of Loss</u>. Respecting hardware Products purchased by Customer under this Agreement, Scantron transfers title to Customer upon shipment of the hardware Products. However, Scantron retains a purchase money security interest in the hardware Products until paid for in full by Customer. Customer agrees to execute appropriate documents to permit Scantron to perfect its purchase money security interest. Scantron bears the risk of loss for Products up to and including their date of shipment. Thereafter, Customer assumes the risk of loss.

Cate of shipment. Thereafter, Customer assumes the risk of loss. 5. <u>Term: Termination</u>. This Agreement remains in effect until Services are complete and all License Grants extended under this Agreement, if any, cease. If a party fails to cure a default within thirty (30) days after written notice explaining the default, the non-defaulting party may immediately terminate any License Grants, Services or other deliverables to which the default relates. Termination of this Agreement terminates further performance. If the termination is based upon a default of any Software License Grant Customer will immediately stop using all Software, promptly remove it from any hardware on which the Software is installed, and within twenty (20) days of termination return to Scantron or destroy all copies of any Software and Documentation. Customer's termination for convenience or resulting from Customer's default does not relieve Customer of any payment obligations which arise prior to the effective date of the termination.

6. Proprietary Rights: Confidentiality/Privacy/Security. A. Proprietary Rights. The Products and Services (including any associated work product) are protected by copyright, trade secret and other proprietary rights of Scantron and its suppliers. Software and work product are licensed, not sold, to Customer. Scantron reserves all rights in Products, Services, work product and Documentation not expressly granted to Customer. B. Limitations on Use. Customer may make a reasonable number of archival-only copies of Software. Customer will not: (a) reproduce Products or Services; (b) sell or sublicense Products or Services; (c) permit the use of Software, Services or Documentation by others or otherwise operate Software for third parties (e.g., as a service bureau or data processing service); (d) modify or translate Software; or (e) disassemble, reverse engineer or decomple Software or otherwise attempt to discover trade secrets related to Software. C. Confidentially. Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or disclose such information to any third party (excluding agents and, in the case of Scantron, its affiliated companies); and otherwise protect such information form any unauthorized use or disclosure. The receiving party shall bind its employees, agents and affiliates having access to Confidential Information that is: publicly available through no fault of such party, received by such party from a third party objectives of the Healt Information, or required by applicable law to be disclosed by such party. Scantron may reflect the Customer's name in a customer list and the respective products involved. D. Privacy/Security. Scantron will maintain and monitor policies and procedures to meet the data security objectives of the Healt Information, or required by applicable law to be disclosed by such party. Scantron may reflect the Customer's name in a customer list and the respective products involved. D. Privacy/Security. Scantr

provide prompt notice to Customer if Scantron becomes aware of an unauthorized disclosure involving Customer's sensitive customer information, as those terms are defined by the Privacy Laws' regulatory guidance issued by the applicable Federal agency. With reasonable advance notice, Scantron will permit a review during regular business hours to assess whether appropriate key controls are in place, or will provide reasonable documentation to verify compliance with its obligations under this paragraph. 7. <u>Warranty.</u> A. Product Warranty. Unless otherwise set forth in a Product Schedule, for a period of thirty. (30) days following delivery of Product(s) (the "Warranty Period"), Scantron warrants that the Products will function in all material respects consistent with specifications appearing in the applicable Documentation. Scantron does not warrant that the Product(s) are free from all bugs, errors or change not made by Scantron, noncompliance due to use of the Products in combination with items furnished by anyone other than Scantron or not approved in writing for use with the Products by

Scantron: or use of the Product(s) in an operating environment other than as specified in writing by Scantron. Scantron will use reasonable efforts at its facility to correct any Products that fail to comply with the foregoing warranty, provided that Customer gives Scantron prompt written notice of such failure during the Warranty Period, and Scantron is able to reproduce the noncompliance. If Scantron is unable to correct the Products such that they comply with the foregoing warranty, Scantron will relating to use occustomer has paid for such Products in full satisfaction of all of Customer's claims relating to such noncompliance. Customer will provide reasonably assist Scantron in reproducing the failure during the Warranty. Scantron warrants that Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed. Provided that Customer gives Scantron written notice of failure tor meet the foregoing warranty within thirty (30) days after completion of Services, Scantron will use reasonable efforts to correct or re-perform the Services. C. Computer Viruses. Scantron represents that to the best of its knowledge, based on use of commercially available virus detection programs, Software Products do not contain any computer virus or other disabiling device ("Virus"). If Software fails to comply with the foregoing representation, Scantron will use commercially reasonable efforts to replace the Software with a copy that is not affected by the Virus. Customer acknowledges that a Virus may not be capable of such detection and affected by the Virus. Customer acknowledges that a Virus may not be capable of such detection and that it is Customer's computing environment. D. Third Party Products. Some Products may include or operate in conjunction with computer programs, data or hardware supplied by a third party. All third party products other than those embedded in and delivered as an inseparable part of the Products and Services, are supp

virus or other disabling device ("Virus"). If Software fails to comply with the foregoing representation, Scantron will use commercially reasonable efforts to replace the Software with a copy that is not affected by the Virus. Customer acknowledges that a Virus may not be capable of such detection and that it is Customer's responsibility to monitor and scan all computer programs and data that become part of Customer's computing environment. **D. Third Party Products**. Some Products may include or operate in conjunction with computer programs, data or hardware supplied by a third party. All third party products other than those embedded in and delivered as an inseparable part of the Products and Services, are supplied "AS IS" by Scantron, E. Exclusive Warranties and Remedies. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **8. Limitations of Liability**. SCANTRON'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS, SERVICES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, WILL IN NO EVENT EXCEED THE LESSER OF (i) THE FEES PAID TO SCANTRON BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM, OR (ii) THE FEES PAID TO SCANTRON BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. IN NO EVENT WILL SCANTRON BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, INDIRECT. INCIDENTIAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SCANTRON'S PERFO

SCANTRON'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY PRODUCTS, SERVICES, OR OTHER ITEMS. 9. <u>Defense of Infringement Claims.</u> A. Scantron will defend Customer against any claim based upon infringement of any U.S. Copyright, Trademark or Patent by the Products, provided that Customer promptly notifies Scantron has exclusive control over the defense and settlement of the proceeding; Customer provides reasonably requested assistance in the defense and settlement of the proceeding; and Customer comples with any settlement or could order made in connection with such proceeding. B. Scantron will: indemnify Customer against any and all damages, costs and attorneys' fees finally awarded against Customer in any such proceeding; reimburse Customer's reasonable expenses incurred in providing assistance requested by Scantron in settlement of any claims of infringement. C. Scantron's obligations under this Section 9 will not apply to any infringement arising out of: use or combination of the Products with products, goods, services or other items not furnished or approved in writing for use with the Products and/or Services by Scantron, modification or change not made or authorized in writing by Scantron; use of an infringing version of the Products when a comparable noninfringing version has been made available to Customer, or Products developed to specifications which Customer has supplied or required of Scantron. D. In the event that Scantron reasonably believes it will be required to discontinue use of the Products, modify the Products mode one of the following: obtain for Customer the right to continue use of the Products, modify the Products made the moninfringing or if Scantron is not reasonably able to accomplish the foregoing, terminate Customer's right to use the infringing Products and refund to Customer a pro-rata potion of the fees Customer's right to use the roducts, amotized on a three-year straingth line basis from the date of delivery. E. THIS SECTION 9 STATES TH

noninfringing or if Scantron is not reasonably able to accomplish the foregoing, terminate Customer's right to use the infringing Products and refund to Customer a pro-rate portion of the fees Customer paid to Scantron for such Products, amortized on a three-year straight line basis from the date of delivery. E. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF SCANTRON WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY DELIVERABLE OR SERVICE OF SCANTRON. **10.** <u>Miscellaneous</u>, A. No Waiver. The failure of either party te enforce any rights under this Agreement or to take action agains the other party will not be deemed a waiver by that party as to subsequent enforcement of rights. B. Assignment. This Agreement may not be assigned or transferred in any way by Customer without Scantron's prior written consent. Attempted assignments without Scantron consent are void. C. Notices. Notices shall be in writing and delivered by hand, mail or courier and will be deemed delivered only upon receipt. D. Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of California, USA, without reference to its choice of laws principles. E. Dispute Resolution. Any dispute arising from or related to this Agreement will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration conducted in a chitration will be before a single arbitrator active in a state bar with experience in business respecting the subject matter of the dispute. The award of the arbitrator will be final and binding, and judgment may be entered upon it in any court having jurisdiction. In no event will the exist of california, SA (2000) the vibration arbitration hereunder without the prior written consent of all parties, Either party may seek equitable relief from any court having jurisdiction to the extent interesseed to prevent in SAgreement. Except as required by





## SOFTWARE MAINTENANCE AND SUPPORT SERVICES SCHEDULE

1. Software Agreement. All Scantron Corporation ("Scantron") Software Maintenance and Support Services will be provided in accordance with this Software Maintenance and Support Services Schedule (this "Schedule") and, as applicable, the terms and conditions set forth in the "Scantron Master Agreement," the "Scantron Terms and Conditions," or other agreement governing Customer's license of the Scantron Software (referred to herein as the "Agreement"). Capitalized terms within this Schedule not otherwise defined herein shall have the meaning ascribed to them in the Agreement. If conflicts arise between the terms of the Agreement and this Schedule, the specific terms of this Schedule, the specific terms of this Schedule shall govern.

2. Scope of Maintenance and Support Services. Pursuant to a current paid Schedule, Customer will be entitled to receive the Software Maintenance and Support Services described in this Schedule, with respect to licensed Software located on the Customer's development or production system. Scantron provides Maintenance and Support Services from Scantron's sites and facilities.

**A. Hours of Help Desk Availability.** Help Desk assistance is available during the Principal Period of Maintenance ("PPM"). The PPM is an eleven-hour contiguous daily time period between the hours of 5:30 am and 4:30 pm Pacific Time, Monday through Friday, excluding holidays. Contact Scantron for the current year's holiday schedule. Help Desk Support is provided for the current and immediately prior version of the Software.

**B. Error Corrections.** Scantron will use reasonable efforts to correct errors in the Software that cause the Software to materially fail to conform to Software specifications appearing in the applicable Documentation, provided that Scantron is able to reproduce the error in the operating environment for which the Software is designed, and Customer has met its responsibilities under this Schedule. Software Maintenance and Support Services include the response to and resolution of Software errors reported to Scantron by Customer. Resolution of Software errors may, at Scantron's option, include: (1) work around instructions provided through telephone or electronic support; (2) delivery of programmatic error correction through Software "Updates" (defined below) to the current Software release. Scantron will use commercially reasonable efforts to respond to and resolve Customer calls according to the priority level of the call.

C. Version Updates. If Customer has purchased enhanced Maintenance and Support Services that include Customer's right to receive new versions of the Software, Customer will receive the following included in the Services: Scantron may at any time replace, modify, alter, improve, enhance or otherwise change any Software or Documentation (collectively "Updates"). Customer will be entitled to receive a copy of each Update, plus related Documentation, for its licensed Software covered by this Schedule. This policy applies to all Updates not separately priced or marketed as new releases that are provided to Software customers generally as a part of Maintenance and Support Services. Scantron will provide Updates only to the most current version of the Software. Updates, modifications, adjustments and error corrections are Software subject to the restrictions of the License Grant for the Software. Updates will be provided to Customer via media selected at Scantron's discretion, including online download. It is Customer's responsibility to login to the Scantron's Maintenance and Support Services site on a regular basis in order to obtain the most current updates, Documentation and other current information concerning the Software. Scantron recommends that Customer login to the sites a minimum of one time each week to ensure that it has installed the most current version of the Software. Upon request and payment of shipping and handling charges Customer may obtain Update delivery via U.S. mail. Customer may purchase services for assistance with installing Updates at Scantron's then current rates, plus reasonable expenses

**D.** Maintenance and Support Services Limitations. Software Maintenance and Support Services are contingent upon the use of unmodified Software (except by authorized representatives of Scantron or pursuant to Scantron's written direction), operated in accordance with Scantron's Software Documentation. Software Maintenance and Support Services specifically exclude the following: (1) Help Desk Support of versions of Software other than the current and immediately prior release; (2) efforts to restore a release of the Software or Customer data back-ups beyond the current or immediately prior release; (3) Updates to Software for other than the current release of the Software; (4) Services related to Software which has been altered, modified, adjusted or repaired by anyone other than authorized representatives of Scantron or pursuant to Scantron's written direction; (5) provision of Updates if Customer has not purchased Software Maintenance and Support Services continuously since its initial license of the Software and, if Maintenance and Support Services are re-started by Customer, the most recent continuous period of the paid Schedule is less that 12 months.

E. End of Maintenance and Support Life. Scantron periodically announces the End of Maintenance and Support Life (EOSL) for Software. Scantron will notify Customer in writing or by electronic mail a minimum of one hundred and eighty (180) days prior to discontinuation of Maintenance and Support Services for particular Software. After the EOSL, Scantron may provide at Customer's

request, at then current rates, and on a commercially reasonable efforts basis, Help Desk support limited to current available fixes.

3. Customer's Responsibilities. Customer is responsible for performing Software back-ups in accordance with the Software Documentation. Customer shall notify Scantron of any material Software error and shall allow Scantron reasonable access to the Software to perform remote Services. Customer must provide a contact for the receipt of Maintenance and Support Services trained by Scantron in the use of the Software and related Scantron tools and applications licensed by Customer. Maintenance and Support Services calls must be placed to Scantron by such a trained contact.

4. Term; Charges. The initial term of this Schedule will commence upon the date of acceptance by Scantron of your purchase order for Software Maintenance and Support Services. The duration of the initial term and each renewal term of this Schedule shall be a one (1) year period. After the initial term, Maintenance and Support Services shall continue from year to year on the terms and conditions set forth herein, unless terminated by either party upon ninety (90) days prior written notice to the other party. Should Customer purchase add-ons and/or upgrades to the Software during the term, Maintenance and Support Services for such add-ons and upgrades and related Maintenance and Support Charges shall be pro-rated and coterminous with the term of Maintenance and Support Services applicable to the Software initially covered.

A. Maintenance and Support Charges. "Maintenance and Support Charges" are based upon the price listed in your purchase order. After the initial term, Scantron may change its Maintenance and Support Charges then in effect with forty-five (45) days prior written notice to Customer. If Maintenance and Support Charges are increased, Customer may terminate Maintenance and Support Services as of the effective date of such increase, upon thirty (30) days prior written notice to Scantron. If Customer does not terminate Maintenance and Support Support Services, the new Maintenance and Support Charges shall become effective on the date specified in the notice.

**B.** Invoices. All Maintenance and Support Charges will be invoiced annually in advance. One-time charges will be invoiced as incurred. Partial invoicing will be prorated on the basis of a thirty (30) day month. Maintenance and Support Charges are payable whether or not Customer accesses Maintenance and Support Services every month during the term.

**C. Default.** Default by Customer shall constitute sufficient cause for Scantron to suspend or terminate Maintenance and Support Services under this Schedule. Customer will be in default if: (1) Maintenance and Support Charges are not paid when due; (2) Customer fails to perform any of its obligations hereunder; (3) any Customer alteration, modification, adjustment or repair adversely affects Scantron's ability to render Maintenance and Support Services respecting the Software.

#### 5. Supplemental Services.

- A. Relocation of Software. Software moved to a location outside of the original delivery country shall continue to be supported at Scantron's option. Furthermore, Scantron shall have the right to alter the type of Maintenance and Support Services provided and Maintenance and Support Services provided and Maintenance and Support Charges respecting relocated Software. Customer shall give Scantron at least thirty (30) days prior written notice specifying the new location prior to any movement. Customer will comply with all export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. Customer agrees not to export, or allow the export or re-export of any Software, or of information regarding Software in violation of any such restrictions, laws and regulations.
- B. Other Services. Maintenance and Support Services extend only to the Software identified in the applicable purchase order and not to any other Products or Services. Maintenance does not include software development, software customization, software generation, or data conversion, diagnostic or error correction services for Software modified other than by Scantron, or correction of errors resulting from any cause other than normal and ordinary use of the Software or an act or omission of Scantron. Scantron's rendering of services outside the scope of Maintenance and Support Services will be provided at Scantron's discretion upon receipt of a purchase order and at Scantron's then current rates for such services. Should any failure of the Software be incapable of solution by remote access, Customer may purchase onsite services, at Scantron's then current fees plus reasonable travel and living expenses, for Scantron personnel to provide, as soon as practicable, onsite service at the Customer facility at which the Software is located.

6. Proprietary Rights. Certain information and materials supplied by Scantron as part of Maintenance and Support Services such as, but not limited to, logic diagrams and manuals, schematics and drawings, are Scantron confidential and proprietary trade secrets subject to Customer's confidentiality obligations set forth in the Agreement. Scantron furnishes such items solely to assist Customer in the operation and use of the Software.

## Haney, Brenda

From: Sent:	Haney, Brenda Tuesday, April 29, 2014 2:53 PM
То:	Williams, David; Russo, Renee
Cc:	Olson, Chris; Anderson, Jae
Subject:	2nd Request_ RE: PLEASE ADVISE_INV#_13440639 HARLAND TECHNOLOGIES
Attachments:	SKonica2-bu14040809170.pdf; 0001070995_HARLAND TECHNOLOGY SERV.PDF

2<sup>nd</sup> Request -

BSO has not received your REQ for this MA renewal. Invoice is now past due. Please submit asap.

Thank you, Brenda Haney Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | M haneyb@flc.losrios.edu

From: Williams, David
Sent: Tuesday, April 08, 2014 7:47 PM
To: Olson, Chris; FLC-BSO Purchasing
Cc: Anderson, Jae; Williams, David
Subject: RE: PLEASE ADVISE\_ INV#\_13440639 HARLAND TECHNOLOGIES

I agree; we should renew this. Thanks Brenda.

David Williams, Ph.D. Dean, Planning & Research and Visual & Performing Arts PAC-2260 (Harris Center) Folsom Lake College 10 College Parkway, Folsom, CA 95630 Office: 916.608.6752

From: Olson, Chris Sent: Tuesday, April 08, 2014 2:07 PM To: FLC-BSO Purchasing; Williams, David Cc: Anderson, Jae Subject: RE: PLEASE ADVISE\_ INV#\_13440639 HARLAND TECHNOLOGIES

David,

This is for Survey Tracker Pro, the product for which you purchased an upgrade recently. We really should maintain the license for this software since much of our eListen functionality will end when the XP system it's running on is unplugged from the internet. – Chris

From: FLC-BSO Purchasing Sent: Tuesday, April 08, 2014 1:48 PM To: Olson, Chris; Williams, David Cc: Anderson, Jae Subject: PLEASE ADVISE\_ INV#\_13440639 HARLAND TECHNOLOGIES Importance: High

David / Chris –

This Harland Software MA – expired on 2/4/2014 – vendor has invoiced for 2014/2015 Renewal (2/5/14 - 2/4/15) – copy of renewal invoice and prior year PO are attached for your reference:

Please Advise:

- > Confirm and submit REQ by Friday 4/14/14 if Area is still using this Software will be renewing this Software MA.
- > Advise otherwise if Area is not using this Software and will not be renewing this Software MA.

Thank you, Brenda Haney Business Services Folsom Lake College | 10 College Parkway | Folsom, CA 95630 916.608.6635 | M haneyb@flc.losrios.edu