

# LOS RIOS COMMUNITY COLLEGE DISTRICT

**PURCHASE ORDER NO 0001090355**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

|                                                |                                        |                                         |
|------------------------------------------------|----------------------------------------|-----------------------------------------|
| <b>Date</b><br>12/14/2016                      | <b>Revision</b>                        | <b>Page</b><br>1                        |
| <b>Payment Terms</b><br>NET 30                 | <b>Freight Terms</b><br>Shipping Point | <b>Ship Via</b><br>Best Metho           |
| <b>Reference:</b><br>1008871 RUSSOR SHEWMAKERN |                                        | <b>Location / Dept</b><br>04VAPA2260 IT |

**Supplier:** 0000034838  
 NUVENTIVE LLC  
 9800B MCKNIGHT RD, STE 255  
 PITTSBURGH PA 15237

**Phone:** (412) 847-0280  
**Fax:** (412) 847-0285

**email:** learnmore@nuventive.com

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

| Line-Sch | Item/Description                       | Quantity UOM | PO Price  | Extended Amt | Due Date   |
|----------|----------------------------------------|--------------|-----------|--------------|------------|
| 1- 1     | TRACDAT SITE SUBSCRIPTION - ANNUAL FEE | 1.00 EA      | 17,600.00 | 17,600.00    | 12/23/2016 |
| 2- 1     | MANAGED SERVICES - SILVER - ANNUAL FEE | 1.00 EA      | 8,200.00  | 8,200.00     | 12/23/2016 |
| 3- 1     | DATA IMPORT - FEE                      | 1.00 EA      | 2,860.00  | 2,860.00     | 12/23/2016 |

PER REVISED QUOTE FROM SCOTT JOHNSON - DATED 12/12/2016 AND NUVENTIVE LLC PROFESSIONAL SERVICE AGREEMENT AND TRACDAT SOFTWARE LICENSE AGREEMENT

TRACDAT SOFTWARE LICENSE SUBSCRIPTION:  
 BASE TRACDAT HOSTED WITH MANAGED SERVICES - WITH 3 YEAR COMMITMENT - BEGINNING IN YEAR TWO THE COMBINED ANNUAL FEE (SUBSCRIPTION AND MANAGED SERVICES) WILL BE \$17,600.00 ANNUALLY - TOTAL THREE YEARS FROM 01/01/2017 - 12/31/2019

ANNUAL MAINTENANCE AND SUPPORT IS INCLUDED IN THE ANNUAL SUBSCRIPTION TRAVEL AND EXPENSES RELATED TO THE ON-SITE DELIVERY OF PROFESSIONAL SERVICES AND/OR TRAINING WILL BE BILLED SEPARTELY AT THE COST OF ACTUAL EXPENSES INCURRED


EMAIL PO TO sjohnson@nuventive.com

|                         |           |
|-------------------------|-----------|
| <b>Sub Total Amount</b> | 28,660.00 |
| <b>Sales Tax Amount</b> | 0.00      |
| <b>Total PO Amount</b>  | 28,660.00 |

| BU    | Acct | Fd | Org        | Prog  | Sub   | Proj | Amount    | BYear |
|-------|------|----|------------|-------|-------|------|-----------|-------|
| GENFD | 6490 | 11 | FL.CP.PRDO | 66000 | 00000 | 041A | 28,660.00 | 2017  |

0001008871KIRKLINK08-DEC-2016

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**  


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.

## Purchase Order / Change Order Request

PO # 0001090355

Request Date: 12/12/16

College/Dept.: FLC/OIR

(Pending REQ#\_0001008871)

Vendor Name: NUVENTIVE LLC

CANCEL LINE# 1

ADD the following items to the purchase order:

QTY: 1 UOM: EA UNIT PRICE: \$17,600.00 (Non Taxable)

DESCRIPTION: TRACDAT SITE SUBSCRIPTION – ANNUAL FEE

QTY: 1 UOM: EA UNIT PRICE: ~~\$5,000.00~~ <sup>8,300.00</sup> (Non Taxable)

DESCRIPTION: MANAGED SERVICES – SILVER – ANNUAL FEE

*correction 12/14/16*

QTY: 1 UOM: EA UNIT PRICE: \$2,860.00 (Non Taxable)

DESCRIPTION: DATA IMPORT FEE - TRACDAT

BUDGET: GENFD 6490 11 FL.CP.PRDO 66000 00000 041A

### PO COMMENTS:

PER REVISED QUOTE FROM SCOTT JOHNSON - DATED 12/12/2016 AND NUVENTIVE LLC PROFESSIONAL SERVICE AGREEMENT AND TRACDAT SOFTWARE LICENSE AGREEMENT.

TRACDAT SOFTWARE LICENSE SUBSCRIPTION:  
BASE TRACDAT HOSTED WITH MANAGED SERVICES – WITH 3 YEAR COMMITMENT.  
BEGINNING IN YEAR TWO THE COMBINED ANNUAL FEE (SUBSCRIPTION AND MANAGED SERVICES) WILL BE \$17,600.00 ANNUALLY.  
TOTAL OF THREE YEARS FROM: 01/01/2017 – 12/31/2019

ANNUAL MAINTENANCE AND SUPPORT IS INCLUDED IN THE ANNUAL SUBSCRIPTION TRAVEL AND EXPENSES RELATED TO THE ON-SITE DELIVERY OF PROFESSIONAL SERVICES AND/OR TRAINING WILL BE BILLED SEPARATELY AT COST OF ACTUAL EXPENSES INCURRED.

**NEW PO TOTAL = \$28,660.00**

EMAIL TO VENDOR:

SIGNED PURCHASE ORDER AND SIGNED NUVENTIVE LLC PROFESSIONAL SERVICE AGREEMENT AND TRACDAT SOFTWARE LICENSE AGREEMENTS TO:

SCOTT JOHNSON AT: [sjohnson@nuventive.com](mailto:sjohnson@nuventive.com)

*Approved,  
Kathleen Hicklin  
12/13/16*

# Requisition

**Supplier:** NUVENTIVE LLC 0000034838  
 9800B MCKNIGHT RD, STE 255  
 PITTSBURGH PA 15237  
 United States  
  
**Phone:** (412) 847-0280 **Fax:** (412) 847-0285  
**email:** learnmore@nuventive.com

|                                  |            |      |
|----------------------------------|------------|------|
| <b>Business Unit: GENFD OPEN</b> |            |      |
| Req ID:                          | Date       | Page |
| 0001008871                       | 11/29/2016 | 1    |
| Requisition Name:                |            |      |
| Nuventive, LLC                   |            |      |
| Requester                        | Bldg#      |      |
| Renee Russo                      | IT         |      |
| Requester Signature              |            |      |
| Buyer: Nicholas Shewmaker        |            |      |
| Approved:                        |            |      |
| Entered By: Renee 29-NOV-2016    |            |      |

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

| Line-Schd                                                                              | Description | Quantity | UOM | Price     | Extended Amt | Due Date   |
|----------------------------------------------------------------------------------------|-------------|----------|-----|-----------|--------------|------------|
| 1-1                                                                                    | SOFTWARE    | 1        | EA  | 28,200.00 | 28,200.00    | 12/29/2016 |
| ASSET DEPT: IT          LOCATION: 04VAPA2260    CATEGORY: SOFTW    1    PROFILE: SOFTW |             |          |     |           |              |            |

**Total Requisition Amount:                  28,200.00**

VENDOR PACKET ON FILE WITH APP, W9 AND INSURANCE CERTIFICATE.  
 FUTURE YEARS WILL BE CHARGED TO ACCOUNT 5601.  
 PROPRIETARY SOFTWARE

| BU    | Acct | Fd | Org        | Prog  | Sub   | Proj | Amount    |
|-------|------|----|------------|-------|-------|------|-----------|
| GENFD | 6490 | 11 | FL.CP.PRDO | 66000 | 00000 | 041A | 28,200.00 |

|                               |                                                                         |                           |
|-------------------------------|-------------------------------------------------------------------------|---------------------------|
| <b>Approval Signature</b><br> | <b>Approval Signature</b><br><p style="text-align: center;">12/1/16</p> | <b>Approval Signature</b> |
|-------------------------------|-------------------------------------------------------------------------|---------------------------|



9800B McKnight Road, Suite 255  
 Pittsburgh, PA 15237  
 Phone: +1 412 847 0280 877 366 8700  
 Fax: +1 412 847 0285 Website:

## Quotation

Quotation good through: 1/31/2017

Nuventive Rep Scott Johnson

Date: 12/12/2016

### Customer Information

#### Bill TO:

Name: Folsom River College  
 Address: 10 College Parkway  
 City: Folsom  
 State: CA  
 ZIP: 95630-6798  
 Phone: 916-608-6688  
 Fax:  
 Cust. #  
 P.O. #  
 Terms Net 30  
 Contact: Ms. Molly Senecal, MPA  
 Title: Dean, Planning and Research  
 Email: [SenecaM@frc.losrios.edu](mailto:SenecaM@frc.losrios.edu)

#### SHIP TO:

Name: Same as Bill to  
 Address:  
 City:  
 State:  
 ZIP:  
 Phone:  
 Fax:  
 Cust. #  
 FOB Shipping Point  
 Contact:  
 Title  
 Email:

|  | BASE TRACDAT HOSTED W Managed Services - 3 Year Commitment                           | List Price   | Discount     | Price        | Total        |
|--|--------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|
|  | TracDat Site Subscription - First Year Fee<br>(Ongoing Fee: 9,400 starting Year Two) | \$ 32,000.00 | \$ 14,400.00 | \$ 17,600.00 | \$ 17,600.00 |
|  | Managed Services - Silver - Annual Fee                                               | \$ 9,500.00  | \$ 1,300.00  | \$ 8,200.00  | \$ 8,200.00  |
|  | Data Import                                                                          | \$ 2,860.00  |              | \$ 2,860.00  | \$ 2,860.00  |
|  |                                                                                      |              |              |              |              |
|  |                                                                                      |              |              |              |              |
|  |                                                                                      |              |              |              |              |
|  |                                                                                      |              |              |              |              |

|                       |                     |
|-----------------------|---------------------|
| Software Subscription | \$ 17,600.00        |
|                       | \$ -                |
| Professional Services | \$ 11,060.00        |
| <b>TOTAL</b>          | <b>\$ 28,660.00</b> |

#### Additional Terms and Conditions

Beginning in Year two, the combined annual fee (software subscription and managed services will be \$17,600.

Annual Maintenance and Support is included in the annual subscription.

Travel and expenses related to the on-site delivery of professional services and/or training will be billed at actual expenses incurred.

Thank you for the opportunity to serve you



## TracDat Managed Services

TracDat customers may wish to have Nuventive perform the role of TracDat administrator rather than perform the role themselves. In addition to freeing up client resources these services help provide a consistent and seamless transition when turn over occurs on your planning and assessment team.

Nuventive offers several levels of managed services packages to help customers meet their needs. The description and cost of each package is outlined below.

- Nuventive will perform all ongoing configuration required to use the solution for areas configured during implementation. This includes:
  - Unit Management - Adding, modifying and deleting assessment units and reporting units as well as defining Unit Types
  - User Roles – Custom roles will be created to support the specific needs/permissions or TracDat users
  - TracDat Labels – Terms and labels within TracDat will be modified to support the planning and assessment language used at your institution
  - List Values – Drop-down values and multi-select lists will be modified to support your planning and assessment needs.
  - Navigation Settings – TracDat features will be turned off/on based on the needs of each of your units
  - Lock Dates and Home Page Rules – Notification flags that appear on each unit's home screen will be based on rules defined by your institution.
  - Report Settings – Reports will be turned on/off based on user needs

- Custom Fields – Custom fields will be added to TracDat forms to support and enhance your planning and assessment needs.
  - Course Management– Course lists will be uploaded into TracDat and assigned to the various academic units.
- On-going consultation regarding any of the area's configured during implementation, providing assistance with continuously refining the process(es) as the institution gets more experience using the solution.
- Scheduled 'Touch Point' Webinars – Nuventive will hold 3 touch point webinars (Fall, Winter, Summer) with the client. During these webinars, Nuventive consultants will review the TracDat configuration with the client, discuss any new features which need to be configured, and provide the client with an update on any new features planned for TracDat which the client may wish to consider.
- Two annual training webinars – Nuventive will provide up to 2 end-user training webinars. These webinars can be used as refresher trainings for existing users, or for initial training for new TracDat users. They could also be used to train users on new/advanced features of TracDat that have been rolled out since the initial implementation.



## **DATA IMPORT STATEMENT OF WORK**

This statement of work identifies the data to be imported, the amount of data to be imported, and the format of the data to be imported into the Folsom Lake College TracDat database.

### **DATA FORMAT**

The data to be parsed and imported into the TracDat database will be delivered to Nuventive in MS Excel spreadsheets in the agreed upon format. With regard to the historical assessment results provided by Folsom Lake, an exact one to one match with course SLOs will be provided in the spreadsheets for each result. The results will not be uploaded during the initial import. Once the TracDat configuration is complete, the results will then be imported into the appropriate fields.

Nuventive will perform a one-time import of the data described below.

### **ACADEMIC UNIT/DEGREE PROGRAM PLANS**

*Maximum Number Units: 175*

*Maximum Number of Unit Outcomes: 1100*

*Fields to be imported:*

- Outcome Name/Number
- Outcome
- Outcome Mapping to required and elective courses

### **COURSE PLANS**

*Maximum Number of Unit Outcomes: 13,500*

*Fields to be imported:*

- Course Number
- Course Name
- Outcome Name/Number
- Outcome

### **COURSE ASSESSMENT RESULTS**

*Historical Results for: May 2014-April 2015 and April 2015 –October 2016*

*Maximum number of results imported: 210*

### **FIXED FEE AMOUNT**

**\$ 2860**

## PROFESSIONAL SERVICES AGREEMENT

Agreement entered into by and between , located at , ("Client") and Nuventive, LLC, a Delaware limited liability company, located at 9800B McKnight Road, Suite 255, Pittsburgh PA 15237, USA ("Nuventive") as of the 12<sup>th</sup> day of December, 20 16 (the "Effective Date"). This Professional Services Agreement shall apply to additional Work Orders that may be entered into by and between Nuventive and Client from time to time. This Agreement relates to professional services to be performed for Client in connection with software licensed from Nuventive pursuant to one or more existing License Agreements between Client and Nuventive (the "License Agreement").

NOW, THEREFORE, the parties agree as follows:

### Article 1 Definitions

- 1.1 The following capitalized terms used in this Agreement shall have the following meanings:
- 1.1.1 "Agreement" means this Professional Services Agreement and the relevant Work Order.
- 1.1.2 "Confidential Information" means this Agreement, the pricing and fees associated herewith, software, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.
- 1.1.3 "Deliverable" means any work product resulting from the Services that is specifically identified in a Work Order and delivered to Client by Nuventive, including but not limited to software programs, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, inventions and related documentation.
- 1.1.4 "Infringement Claim" means any claim by a third party that the Deliverables infringe or violate any intellectual property right of any third party.
- 1.1.5 "Intellectual Property Rights" means all rights in, to, or arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, and applications therefor, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights anywhere in the world.
- 1.1.6 "Services" means the services to be performed by Nuventive as specified in the applicable Work Order.
- 1.1.7 "Work Order" means any written statement of work executed by the parties specifically referencing this Agreement, generally in the form attached hereto as Exhibit A. In the event of any discrepancies between the terms of this Agreement and the terms as set out in a Work Order, the terms of the Work Order shall prevail.

### Article 2 Services

- 2.1 During the term of this Agreement, Nuventive shall perform the Services, including if applicable, the provision of any Deliverables set forth on the applicable Work Order.
- 2.2 Nuventive shall use commercially reasonable efforts to perform all Services in a timely manner and in accordance with the schedule set forth in the Work Order.
- 2.3 Nuventive's ability to perform the Services and to meet any requirements related to these Services depends upon, among other things, Client providing, in a timely manner and at no charge to Nuventive, technical data, computer facilities, programs, files, documentation, test data, sample output, other relevant complete and accurate information and data, resources, assistance and cooperation reasonably required by Nuventive for the performance of the Services. Nuventive will not be responsible for any deficiency in performing Services if such a deficiency results from Client's failure to cooperate with Nuventive. Client is responsible for the content, accuracy, completeness and consistency of all such data, materials and information supplied by it.
- 2.4 Either party may at any time during the progress of the Work propose changes to the Services. The parties shall negotiate in good faith regarding any adjustment to the fees, if applicable, Deliverables and timetables for delivery occasioned by such change. Changes shall be confirmed by a signed written amendment to the Work Order.
- 2.5 Services will be provided for the release of the software as used by the Client on the effective date of the applicable Work Order. Nuventive is not responsible for the migration or re-implementation of the Services for later releases of the software, unless Client enters into a separate Work Order for such migration or re-implementation. If Client desires to receive support for any of the Deliverables, Client may enter into a separate agreement for such services pursuant to mutually agreed support terms and conditions.
- 2.6 Unless documented in a Work Order as a fixed price, fee estimates and any other estimates set out in a Work Order are intended only to be for Client's budgeting and Nuventive's resource scheduling purposes. Such estimates do not include applicable taxes. Nuventive will invoice Client for actual time spent performing the Services; such invoice may exceed amounts estimated in the applicable Work Order.
- 2.7 The relationship of Nuventive to Client is that of an independent contractor and shall not be deemed to create a partnership or joint venture by or between Client and Nuventive. Nothing in this



Agreement is intended or shall be construed to create an employment relationship between Nuventive or its personnel and Client. Nuventive shall have sole control of the manner and means of performing the Services. Neither Nuventive nor its personnel shall be entitled to any Client benefits, including, without limitation, life insurance, death benefits, accident or health insurance, qualified pension or retirement plans or other employee benefits.

### **Article 3 Fees and Payment**

- 3.1 Client will pay Nuventive the fees set forth in the applicable Work Order (the "Fees"). Fees will be on a time and materials basis (unless otherwise provided in the Work Order), and are payable net thirty (30) days from Client's receipt of invoice. Client will reimburse reasonable and necessary business travel expenses incurred by Nuventive in connection with the performance of the Services under this Agreement.
- 3.2 For services provided on a time and materials basis a minimum of one (1) hour per day will be charged for remote Services and a minimum of four (4) hours a day for onsite Services. Regular working hours are between 8:00 am and 6:00 pm, local time. For Services required to be performed outside of these hours, a surcharge may apply. Hourly rates set forth in the Work Order may be adjusted annually by Nuventive.
- 3.3 All amounts as set out in a Work Order are exclusive of any sales, value-added, or other similar taxes imposed by applicable law. Client shall pay or reimburse Nuventive for all such relevant taxes, except for taxes based on Nuventive's income.

### **Article 4 Term and Termination**

- 4.1 This Agreement will take effect on the Effective Date and will remain in effect until terminated in accordance with this Agreement. Work Orders will take effect on the date signed by both parties and will remain in effect until the Services have been completed, unless earlier terminated in accordance with the provisions of the Work Order or this Agreement.
- 4.2 Either party may terminate this Agreement if the other party commits a breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days following its receipt of a written notice of such breach by the non-breaching party.

### **Article 5 Ownership of Deliverables**

- 5.1 Client understands that Nuventive is in the business of providing services to a variety of clients that are the same as or similar services to the Services. Client and Nuventive agree that the relationship established between Client and Nuventive by this Agreement is non-exclusive.
- 5.2 Nuventive shall own (i) pre-existing program code authored or created by Nuventive, (ii) any modifications to any Nuventive proprietary software products licensed to Client, which code shall be and remain the property of Nuventive, and (iii) all right, title and interest (including all Intellectual Property Rights) in and to the Deliverables. Upon receipt of payment in full for all Services from Client, Nuventive grants to Client, with respect to program code owned by Nuventive as set forth in clauses (i) and (iii) above, a perpetual, worldwide, nonexclusive, nontransferable right and license (without right to sublicense) to use such Deliverables for its own internal purposes, and not for commercial resale, distribution or otherwise, subject to any other rights or restrictions set forth in the applicable Work Order. Client shall not sell, disclose or otherwise make the Deliverables available to any third party without the prior written consent of Nuventive. Except for the limited rights and

licenses expressly granted hereunder, no other license is granted in nor is any other use permitted with respect to any program code owned by Nuventive and which constitutes part of the Deliverables. Nuventive is the sole and exclusive owner of all right, title and interest in any and all any know-how, expertise, knowledge or experience possessed by Nuventive prior to the Effective Date or developed or learned by Nuventive in connection with providing the Services. Except as expressly set forth herein, no license is granted by either party to or the other with respect to any technical or business information or Intellectual Property Rights.

### **Article 6 Warranties and Limitation of Liability**

- 6.1 Nuventive shall perform its duties and responsibilities under this Agreement in a professional and workmanlike manner, in accordance with performance standards generally prevailing in the industry, the terms of this Agreement and the applicable Work Order. Nuventive shall use commercially reasonable and industry standard methods to prevent the Services from introducing any malicious code or viruses into any Client computer system or network. Nuventive's indemnification obligations in the applicable License Agreement(s) shall apply with respect to any Deliverables provided to Client by Nuventive under this Agreement.
- 6.2 EXCEPT AS SPECIFICALLY STATED IN SECTION 6.1 ABOVE, NUVENTIVE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. NUVENTIVE DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.
- 6.3 NUVENTIVE, ITS MEMBERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS WILL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF NUVENTIVE AND/OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4 CLIENT'S SOLE REMEDY IN THE EVENT OF ANY BREACH OF WARRANTY OR COVENANT IN THIS AGREEMENT SHALL BE NUVENTIVE'S REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF SUCH REPERFORMANCE DOES NOT CURE THE DEFICIENCY, CLIENT SHALL BE ENTITLED TO RECEIVE A REFUND OF ANY AMOUNTS PAID BY CLIENT FOR THE DEFICIENT SERVICES. EXCEPT FOR NUVENTIVE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL NUVENTIVE'S TOTAL AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT UNDER THE WORK ORDER GIVING RISE TO THE CLAIM.

### **Article 7 Confidentiality**

- 7.1 Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the term of this Agreement and following the expiration or termination hereof. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, but in no event less than reasonable care. Each party may only disclose Confidential Information to its employees on a need-to-know basis solely for the purpose of fulfilling its obligations under this Agreement. The receiving party may disclose Confidential Information if required by a governmental

agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. Confidential Information does not include information that (i) is known to the receiving party prior to its disclosure by the disclosing party hereunder, (ii) is or becomes publicly available or known in the industry through no act or omission of the other party, (iii) is developed independently without violation of this clause, or (iv) is obtained from a third party without restrictions on disclosure.

**Article 8 Miscellaneous**

- 8.1 This Agreement is the entire agreement between Client and Nuventive with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between Client and Nuventive with respect to the subject matter hereof. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement, or other business form that Client may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Nuventive to object to such terms, provisions, or conditions.
- 8.2 Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused by events, occurrences, or causes beyond the control of such party, but the inability to meet financial obligations is expressly excluded. In the event of any such occurrence, the delayed party

shall provide written notice to the other, and shall use reasonable efforts to remedy its inability to perform.

- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the State as designated in the License Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applicability to this Agreement.
- 8.4 This Agreement may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by an authorized representative of Nuventive and Client. No provision hereof shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorized representative of the party granting such waiver.
- 8.5 Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except in connection with a merger, consolidation, or transfer of all or substantially all of its assets or business. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- 8.6 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, sent by registered mail return receipt requested, or sent by overnight courier to the appropriate address set forth herein, or (ii) sent by email or facsimile, subject to confirmation of actual receipt.
- 8.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement as of the Effective Date.

Nuventive LLC:

Folsom Lake College :

By (signatory)  
Printed Name: David F. Remy  
Title: CEO  
Signature: [Signature]  
Date: 12/13/2016

By (signatory)  
Printed Name: Kathleen Kirkin  
Title: V.P., Administration  
Signature: [Signature]  
Date: 12/13/16

**EXHIBIT A**

NUVENTIVE

|                                          |                                                   |                     |
|------------------------------------------|---------------------------------------------------|---------------------|
| <b>1. Administration</b>                 |                                                   |                     |
| Customer:                                | Folsom Lake College, Los Rios C.C. District       |                     |
| Address:                                 | 10 College Parkway                                |                     |
| Customer Contact:                        | Molly Senecal                                     |                     |
| Customer Phone:                          | 916.608.6688                                      |                     |
| Customer Email:                          | Molly.Senecal@flc.losrios.edu                     |                     |
| Customer Purchase Order Number:          | 0001090355                                        |                     |
| Nuventive Professional Services Contact: | David Choban<br>Director of Professional Services | Phone: 724-772-8071 |
| Nuventive Sales Contact:                 |                                                   | Phone:              |

|                                         |
|-----------------------------------------|
| <b>2. Work</b>                          |
| <u>Nuventive Professional Category:</u> |
|                                         |
|                                         |
| <b>Total:</b>                           |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| <b>3. Work Details</b>                                                                 |
| High level description of work to be provided: <i>Please see attached document(s).</i> |
| Project assumptions, constraints: <i>Please see attached document(s).</i>              |
| Location(s) where the Services will be rendered: <i>Remote</i>                         |

|                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4. Additional Terms &amp; Conditions</b>                                                                                                                        |
| <i>If there is any on-site professional services or training, travel &amp; expenses related to the on-site delivery will be billed at actual expense incurred.</i> |

|                                                         |
|---------------------------------------------------------|
| <b>5. Compliance</b>                                    |
| <i>Acceptance by authorized Customer representative</i> |
| <b><i>Institution Name – PLEASE SIGN</i></b>            |

Print Name of Authorized Representative: KATHLEEN Kirklin

Authorized Representative Job Title: V.P., Administration

Authorized Representative Signature: Kathleen Kirklin

Date: 12/13/14

## TRACDAT™ SOFTWARE LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into between Nuventive, LLC., a Delaware corporation, 9800B McKnight Road, Suite 255, Pittsburgh, PA 15237 ("NUVENTIVE") and the Licensee identified in Exhibit A of this Agreement.

### RECITALS

Read the terms and conditions of this Agreement carefully. NUVENTIVE markets and distributes the TracDat™ software program described in Exhibit A ("NUVENTIVE Software"). This Agreement permits the Licensee to have access to and to use TracDat™. Payment of a subscription fee and issuance of a password are required for access to TracDat™. If the subscription fee has not been paid or if the subscription has expired or has been terminated pursuant to the terms of this or any other license agreement, Licensee will be denied access to TracDat™.

The NUVENTIVE Software and any and all associated media, printed materials, and online or electronic documentation delivered or available for Licensee are together referred to in this Agreement as the "Application." The Application may be accessed by Licensee and its authorized users through the Internet. The Application is copyrighted and licensed (not sold) for use by the Licensee only. The Application is limited to use solely for the express purposes permitted in this Agreement. The Application is the property of NUVENTIVE. This Agreement is effective upon execution of this Agreement by Licensee and its acceptance by NUVENTIVE.

NUVENTIVE and Licensee desire that subject to the terms and conditions of this Agreement, NUVENTIVE grant Licensee a non-exclusive license to use the NUVENTIVE Software for its own internal purposes.

NOW, THEREFORE, intending to be legally bound hereby, NUVENTIVE and Licensee agree as follows:

### 1. DEFINITIONS

Defined terms used in this Agreement shall have the meanings set forth below:

**1.1. "Confidential Information"** shall mean confidential or other proprietary information that is disclosed by NUVENTIVE to Licensee under this Agreement, including without limitation, software designs and code, product specifications and documentation, product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Licensee; (ii) is disclosed by Licensee with the prior written approval of NUVENTIVE; or (iii) is disclosed pursuant to any judicial or governmental order, provided that Licensee gives NUVENTIVE sufficient prior notice to contest such order.

**1.2. "Designated Contacts"** shall mean the two (2) employees of Licensee that are identified in Exhibit A who may place calls to NUVENTIVE for Support Services. Licensee may change the Designated Contacts by providing NUVENTIVE with two (2) days prior written notice specifying such change.

**1.3. "Designated User (or Users)"** shall mean any person or persons designated by Licensee who has been engaged as an administrative employee of Licensee or who is part of the faculty of Licensee, or who is otherwise affiliated with the Licensee as an employee or contractor and requires access to the NUVENTIVE Software on behalf of Licensee.

**1.4. "Documentation"** shall mean written materials relating to the NUVENTIVE Software provided by NUVENTIVE to Licensee under this Agreement.

**1.5. "Effective Date"** shall mean the earlier of the date that Licensee or any of its authorized users first accesses the NUVENTIVE Software and logs on as a user after execution of this Agreement, or the date identified on Exhibit A of this Agreement as the Effective Date.

**1.6. "NUVENTIVE Software"** shall mean the TracDat™ software that is identified as NUVENTIVE Software in Exhibit A, and any Updates thereto.

**1.7. "Intellectual Property Rights"** shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, the NUVENTIVE Software, Confidential Information and Documentation, including without limitation, all right, title and interest arising under U.S. common and statutory law and the laws of other countries to all: (i) patents and all filed, pending or potential applications for patents, including any reissue, reexamination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) trade secret rights and equivalent rights; (iii) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work; (iv) database software; and (v) proprietary indicia, trademarks, trade names, symbols, logos and/or brand names.

**1.8. "License Fee"** shall mean the subscription fee identified as the License Fee in Exhibit A that is paid by Licensee for the NUVENTIVE Software under Section 5.1.

**1.9. "Material Defect"** shall mean any reported malfunction, error or other defects in the NUVENTIVE Software that: (i) can be reproduced by NUVENTIVE and Licensee; and (ii) constitutes a substantial nonconformity with the Specifications for the NUVENTIVE Software.

**1.10. "Specifications"** shall mean published specifications applicable to the NUVENTIVE Software that are in effect as of the Effective Date. During the Term, when NUVENTIVE substantially amends the Specifications, NUVENTIVE shall inform Licensee of the revised Specifications.

**1.11. "Standard Hours"** shall mean the period of time from 9:00 a.m. until 5:00 p.m., Eastern Time, Monday through Friday, excluding holidays on which NUVENTIVE is not open for business.

**1.12. "Support Services"** shall mean: (i) diagnosis and response to Material Defects via telephone or email; and (ii) providing telephone and email support and providing qualified personnel to aid in the diagnosis and response to Material Defects.

**1.13. "Term"** shall mean the subscription term set forth in Exhibit A attached to this Agreement, and any renewals thereof properly exercised and paid for by the Licensee.

**1.13. "Update"** shall mean a revision of the NUVENTIVE Software, which NUVENTIVE generally makes available without additional charge to licensees of the NUVENTIVE Software. Updates shall include bug fixes and corrections provided by NUVENTIVE for the NUVENTIVE Software. The inclusion of new functionality, modules or products within an Update is within the sole discretion of NUVENTIVE.

## **2. LICENSE GRANT**

After this Agreement has been accepted by Licensee, the License Fee has been paid, and Licensee's password has been activated, NUVENTIVE grants to Licensee and its Designated Users a non-exclusive, non-transferable, limited license to access and use the Application for the subscription Term set forth in Exhibit A attached hereto. The Application includes any and all associated media, printed materials and online or electronic documentation related to the use of TracDat™ that are available for use by licensed users for so long as the subscription is in effect. The Recitals set forth above are hereby incorporated into and are a part of this Agreement.

Licensee shall have the sole responsibility and discretion for determining those individuals to be designated as users of the NUVENTIVE Software, and for providing access to the NUVENTIVE Software to such Designated Users. Licensee will provide all password and log-in information to its Designated Users, and Licensee will be solely responsible for controlling and administering the distribution and use of such information by its Designated Users. Licensee shall be solely responsible for maintaining the accuracy and integrity of all files, data and other content created or stored by Licensee or its Designated Users ("Data") through its use of the NUVENTIVE Software. NUVENTIVE shall not under any circumstance have any responsibility or liability whatsoever with respect to access to or the content of any files, data or other content created or stored by Licensee or any user designated by Licensee to use the Application. Licensee is not authorized to make any claims, representations, warranties or agreements on behalf of NUVENTIVE to users or others, or relating to the Application.

## **3. ACCESS TO APPLICATION; SUBSCRIPTION FEE**

**3.1 Access to the Application.** The Application may only be accessed by a Designated User over the Internet at NUVENTIVE's TracDat™ web site for use only as authorized by this Agreement. Each user accessing the Application shall be bound by the terms of this Agreement, and NUVENTIVE may require as a condition of access to the NUVENTIVE Software that each user accept the terms hereof or another "click-through" license agreement consistent with this Agreement. Licensee acknowledges that it is responsible for providing all equipment and connectivity necessary for Licensee and its users to access the Internet and the Application. The costs of providing such equipment and connectivity shall be Licensee's sole responsibility, and not the responsibility of NUVENTIVE.

**3.2 Subscription Fee; Password.** To access and use the Application, Licensee must have a fully paid-up subscription. The license fee for the NUVENTIVE Software license is set forth on Exhibit A attached to this Agreement. Payment of the subscription fee permits Licensee and its Designated Users to access the Application for the applicable subscription Term commencing on the date the Licensee's administrative password is first activated, unless the subscription is terminated earlier under the terms of this Agreement. Upon acceptance of the terms of this Agreement, NUVENTIVE will furnish Licensee with, and activate, Licensee's administrative password. NUVENTIVE will attempt to notify Licensee prior to the normal expiration of Licensee's subscription, so that the subscription may be renewed prior to expiration.

Licensee should only provide authorized administrator users with access to Licensee's administrative password. In the event that an administrator user does not have the proper password for access, the user may email NUVENTIVE's customer support during normal business hours. The user will be required to answer specific questions to confirm the user's identification. If these questions are not answered properly, NUVENTIVE may deny the user access to the Application and any Data stored through use of the Application until such time that the user is able to provide to NUVENTIVE evidence, to NUVENTIVE's reasonable satisfaction, as to the user's identification. Licensee will control and administer the distribution of log-in information to Licensee's Designated Users. Upon the expiration or termination of Licensee's subscription, Licensee may request a copy of the data entered by Licensee and its Designated Users and stored through use of the Application (the "Licensee Data"), and the Licensee Data will be provided to Licensee in a standard electronic format.

#### **4. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY; RESTRICTIONS**

**4.1. Intellectual Property Rights.** As between Licensee and NUVENTIVE, NUVENTIVE is the sole owner of the Application and the Intellectual Property Rights. By paying the subscription fee Licensee obtains no ownership rights in the Intellectual Property Rights. Rather, Licensee has a license to use the Application during the Term as set forth in this Agreement as long as it has a fully paid-up subscription and is in compliance with the terms in this Agreement. All rights not granted to Licensee in this Agreement are expressly reserved to NUVENTIVE. Licensee hereby recognizes that NUVENTIVE retains all Intellectual Property Rights in the NUVENTIVE Software, Documentation and Confidential Information, including without limitation, all corrections, modifications and other derivative works to the NUVENTIVE Software. Licensee hereby assigns to NUVENTIVE all Intellectual Property Rights it may now or hereafter possess in the NUVENTIVE Software, Documentation and Confidential Information, and all derivative works thereof and agrees (i) to execute all documents, and take all actions, that may be necessary to confirm such rights, and (ii) to retain all proprietary marks, legends and patent and copyright notices that appear on NUVENTIVE Software, Documentation and Confidential Information provided or delivered to Licensee by NUVENTIVE and all whole or partial copies thereof.

**4.2. Confidentiality.** Licensee agrees to observe complete confidentiality with respect to the Confidential Information; not to disclose, or permit any third party or entity access to, the Confidential Information (or any portion thereof) without prior written permission of NUVENTIVE; and to insure that any employees, or any third parties who receive access to the Confidential Information, are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing the Confidential Information. Without limiting the foregoing, Licensee agrees to employ with regard to the Confidential Information procedures no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information.

**4.3 Restrictions and Responsibilities.** This Agreement does not convey to Licensee an interest in or to the Application, but only a limited right of use during the Term by and through web access only, revocable in accordance with the terms of this Agreement. Licensee has the right to use the Application only in object code form, only on the designated web site, and only for the purposes for which it was designed to be used. Licensee acknowledges and understands that the Application is not specifically developed or licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous application. No promise is made or implied that NUVENTIVE's web site will be available at all times or that it will not be subject to downtime, interruptions or other service problems. Licensee agrees that neither it nor its Designated Users will use the Application or any portion thereof in any manner not expressly authorized by this Agreement. Licensee may not publish, display, disclose, rent, sell, lease, modify, loan, sublicense, distribute, download or create derivative works based on the Application or any part thereof. Licensee may not reverse engineer, decompile, translate, adapt or disassemble the Application or any portion thereof; nor shall Licensee attempt to create the source code from the object code for the Application. The restrictions set forth in this Section 4.3 shall not apply to Licensee's ability to use its Data in any lawful manner that is consistent with Licensee's ownership rights to its Data.

Licensee acknowledges and agrees that it has made its own examination and evaluation of the Application and has concluded based on its own examination and evaluation that the Application will be adequate for the purposes intended by Licensee. All decisions and/or other results ("Results") made or prepared by Licensee using the Application are made or prepared solely by Licensee at Licensee's sole risk. Use of the Application does not relieve Licensee of any responsibility or obligation it may have, including but not limited to responsibility for Results provided to any third party, for the content, accuracy, and review of such Results or for the use of Licensee's Data. All decisions of Licensee to use the Application and/or to have other persons affiliated with Licensee use the Application are solely the result of Licensee's examination and evaluation of the Application.

Licensee may not (i) evade or attempt to evade the security of the Application or NUVENTIVE's network, (ii) use the Application in any manner not contemplated by this Agreement or the Documentation, (iii) use the Application in a manner (other than as recommended or contemplated by the Application's Documentation) that would impair or interfere with the operation of the Application or the network upon which it is accessed or accessible, or (iv) utilize the software for unauthorized linking to or framing of another web site or web page.

Licensee agrees to use the Application and NUVENTIVE's network and servers only for lawful purposes. Licensee may not use, or allow any other person to use the Application or NUVENTIVE's network or servers either directly or indirectly, to make, create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication which Licensee or any Designated User knows or should know: (a) violates any rights of others, including but not limited to, infringement of any proprietary rights, copyrights, trademarks, patents or trade secrets; (b) libels, defames or slanders any person, or infringes upon any person's privacy rights; (c) contains or embodies any computer virus, harmful component or corrupted data; (d) adversely affects the performance or availability of NUVENTIVE's network or any user thereof; (e) violates any applicable local, state, national, international or foreign law; or (f) violates any agreement Licensee has with any person or entity. Upon any breach or violation of the restrictions in this Section 4.3, or upon any threat of imminent damage or harm to NUVENTIVE, NUVENTIVE's network or users of the Application, NUVENTIVE may remove Licensee's Data (or other data) from the Application or terminate Licensee's access to the Application or any portion of the Application.

Without limiting the generality of the foregoing, Licensee shall at all times use the Application in accordance with all applicable privacy laws and regulations and with any privacy notices or terms posted by NUVENTIVE on its web site, and Licensee shall ensure that all necessary consents have been obtained in accordance with such laws, regulations and notices in order to transfer or disclose any personal information (as defined in the applicable privacy laws and regulations).

**4.4. Ownership; Access.** As between Licensee and Licensor, Licensee will at all times be the owner of the Licensee Data. Licensee is responsible for all Licensee Data and for its accuracy. Licensor shall not disclose or use any Licensee Data, except that Licensee agrees, acknowledges and grants to Licensor, its employees, contractors, agents and successors and assigns the right to use, access and disclose the Licensee Data as follows: (i) they may share Licensee Data with their affiliates and other companies and individuals engaged to perform system maintenance and other management or audit functions on their behalf, but such affiliates, companies and individuals may use Licensee Data only to perform such functions; (ii) they may disclose Licensee Data in special cases when there is reason to believe that disclosing Licensee is necessary to identify, contact or bring legal action against any person who may cause injury to, or interfere with, Licensor's rights or property or another person or entity's rights or property; (iii) they may disclose Licensee Data when required by law; (iv) they may disclose Licensee Data if Licensee Data is being used or may be used for an unlawful purpose; and (v) in the event that Licensor sells its TracDat™ business, Licensor shall have the right to assign this Agreement including the right of Licensor to use, access and disclose the Licensee Data as part of the assets to be sold, and the right to transfer the Licensee Data to the purchaser's hosting environment; provided, however, that the purchaser of such assets is bound by the same terms and conditions with respect to the use, access and disclosure of Licensee Data as is contained in this License Agreement. Subject to the foregoing, Licensor shall not rent or sell any Licensee Data to third parties without the consent or express designation or authorization of the Licensee permitting such Licensee Data to be provided to third parties.

## **5. FEES**

**5.1. License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay to NUVENTIVE the License Fee specified in Exhibit A at the times and from time to time as set forth in Exhibit A. Any rights to renew the subscription for use of the NUVENTIVE Software, and the subscription fees applicable thereto, are set forth in Exhibit A.

**5.2. Taxes.** The License Fee does not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the licensing, use or support of the NUVENTIVE Software. Licensee shall pay, or reimburse NUVENTIVE for, all such taxes imposed on Licensee or NUVENTIVE, provided, however, that Licensee shall not be liable for any taxes based on NUVENTIVE's net income.

**5.3. Payment.** All taxes or other applicable costs initially paid by NUVENTIVE but to be borne by Licensee shall be paid within thirty (30) days of receipt of an invoice from NUVENTIVE. Any amount payable by Licensee under this Agreement which is not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowable rate, whichever is less. Licensee shall pay all of NUVENTIVE's costs and expenses (including reasonable attorney's fees) to enforce NUVENTIVE's rights under this Section 5.3. All invoices and payments shall be in US Dollars.

## **6. LIMITED WARRANTY**

**6.1. Limited Warranty.** NUVENTIVE warrants that the NUVENTIVE Product will be free from Material Defects during the Term for as long as Licensee continues its subscription for the NUVENTIVE Software under this Agreement and is current in payment of any License Fee due hereunder. NUVENTIVE's sole responsibility under this warranty shall be, at NUVENTIVE's option, to either correct such Material Defect, or to permit Licensee to terminate this Agreement and receive a refund of any prepaid portion of any License Fee. If NUVENTIVE is unable to correct such Material Defect, and Licensee elects to terminate this Agreement, Licensee will cease accessing the Application and

return all Documentation and other materials in its possession to NUVENTIVE as required under Section 10.3, and upon payment by NUVENTIVE of any prepaid portion of any License Fee to Licensee, neither party shall have any further liability under this Agreement, except those obligation that specifically survive the termination of this Agreement.

**6.2. Limitations.** The foregoing limited warranty applies only to Licensee. NUVENTIVE shall have no obligation to provide warranty services if the Material Defect in the NUVENTIVE Software is caused by operator error, or by use of the NUVENTIVE Software that is not in accordance with the Documentation or other operating instructions provided to Licensee for the NUVENTIVE Software.

**6.3. Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THIS ARTICLE 6, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE APPLICATION AND NUVENTIVE'S NETWORK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. NUVENTIVE DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION, DOCUMENTATION OR NUVENTIVE'S NETWORK IS ERROR FREE, THAT ALL ERRORS IDENTIFIED WILL BE CORRECTED OR THAT THE APPLICATION OR NUVENTIVE'S NETWORK WILL SUPPORT LICENSEE'S NEEDS. NUVENTIVE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE AVAILABILITY, CONNECTIVITY, SPEED OR UPTIME OF NUVENTIVE'S WEB SITE OR NETWORK, OR THE RESULTS OF THE APPLICATION, OR THAT THE APPLICATION WILL MEET LICENSEE'S EXPECTATIONS OR REQUIREMENTS. NUVENTIVE SPECIFICALLY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION WITH RESPECT TO THE QUALITY, COMPATIBILITY OR CONTINUITY OF ANY THIRD PARTY TELECOMMUNICATION, INFORMATION SYSTEMS OR INTERNET SERVICE PROVIDER'S CONNECTIVITY OR SYSTEMS, OR WITH RESPECT TO THE FUNCTIONALITY, OPERABILITY OR RELIABILITY OF NUVENTIVE'S OR ANY THIRD PARTY'S DATA SECURITY FEATURES OR SYSTEMS. NUVENTIVE DOES NOT GUARANTEE OR WARRANT THE SECURITY OF THE APPLICATION. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY AND USE OF LICENSEE'S DATA. NUVENTIVE SHALL HAVE NO LIABILITY FOR ANY THIRD PARTY LINKS ADDED TO THE APPLICATION BY LICENSEE OR ITS USERS. USE OF THIRD PARTY LINKS ARE AT LICENSEE'S SOLE RISK AND DISCRETION. NUVENTIVE GIVES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

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## **7. SUPPORT AND MAINTENANCE**

**7.1. Support.** NUVENTIVE, at its sole option, at any time, may modify the Application, issue new versions of the Application, or establish rules relating to use of the Application, or after the end of Term or any renewal thereof cancel or discontinue the Application. Upon activation of Licensee's subscription, NUVENTIVE shall provide to Licensee Support Services for the NUVENTIVE Software. NUVENTIVE will provide on-going Support Services to Licensee's Designated Users until the earlier of (i) the termination or expiration of this Agreement or (ii) such time as Licensee notifies NUVENTIVE that it is no longer authorizing users to use the Application. Support Services will be provided during Standard Hours. Training on how to use the Application, if offered by NUVENTIVE to Licensee pursuant to Exhibit A, will be provided to Licensee at the rates set forth on Exhibit A. NUVENTIVE has no obligation to support the Application, correct any defects or Material Defects, or create any upgrade, except as provided in this Section 7.

**7.2. Support Services.** NUVENTIVE shall provide telephone consultation within two (2) business days of NUVENTIVE's receipt of a telephone request from a Designated Contact for Support Services during Standard Hours. For calls received after Standard Hours, NUVENTIVE shall provide a means whereby requests for consultation can be recorded outside of Standard Hours.

**7.3. Additional Support Services.** NUVENTIVE may offer Licensee higher level support, training services and other services, relating to the NUVENTIVE Software that are not included in the Support Services. If such services are offered by NUVENTIVE, they may be purchased under a separate Agreement at NUVENTIVE's then current standard rates.



## 8. PATENT AND COPYRIGHT INDEMNITY

**8.1. Indemnification.** NUVENTIVE will defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the NUVENTIVE Software infringes any copyright or United States patent and NUVENTIVE will indemnify Licensee from any costs, damages and fees finally awarded against Licensee in such action which are attributable to such claim. Licensee agrees to notify NUVENTIVE promptly in writing of any claim, to permit NUVENTIVE to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

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**8.3. Limitation of Liability for Infringement.** NUVENTIVE shall have no liability for any claim based upon: (i) the combination, operation or use, or attempted use, of any NUVENTIVE Software with equipment, devices or software not supplied or specified by NUVENTIVE; (ii) the alteration or modification of any NUVENTIVE Software that was not made by NUVENTIVE or with NUVENTIVE's approval; or (iii) the failure by Licensee to use the NUVENTIVE Software in accordance with the Documentation or other operating instructions provided by NUVENTIVE.

**8.4. Entire Liability.** This Article 8 states the entire liability of NUVENTIVE with respect to infringement of any third party intellectual property rights by the NUVENTIVE Software and NUVENTIVE shall have no additional liability with respect to any alleged or proven infringement.

## 9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL NUVENTIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF FILES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF OPPORTUNITY, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION OR RESULTING FROM FAILURE OR BREACH OF SECURITY, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR LOSS OF FILES OR DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR PERFORMANCE, REGARDLESS OF THE CAUSE INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO NUVENTIVE'S NETWORK, PROGRAMS OR SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF NUVENTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE'S EXCLUSIVE REMEDY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHICH LICENSEE MAY INCUR OR SUFFER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, AT LAW OR OTHERWISE, SHALL BE TO RECOVER DAMAGES IN AN AMOUNT THAT IS NOT IN EXCESS OF THE AGGREGATE DOLLAR AMOUNT OF THE SUBSCRIPTION FEE PAID FOR LICENSEE'S SUBSCRIPTION FOR ONE YEAR. TO THE EXTENT THAT NUVENTIVE'S LIABILITY UNDER THIS AGREEMENT CANNOT BE SO LIMITED OR EXCLUDED BY LAW, LIABILITY SHALL BE LIMITED TO REPLACING ANY DEFICIENT SOFTWARE OR CORRECTING ANY DEFICIENCY THEREIN, AS ELECTED SOLELY BY NUVENTIVE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. TERM AND TERMINATION

**10.1. Term.** This Agreement is effective when NUVENTIVE accepts Licensee's offer to enter into this Agreement and activates Licensee's password and shall continue in full force and effect for so long as Licensee has a fully paid-up subscription, unless terminated early under the terms of this Agreement. This Agreement shall be subject to renewal or extension pursuant to the provisions of Exhibit A. Licensee may terminate this Agreement at any time by notifying NUVENTIVE that Licensee is canceling its subscription. NUVENTIVE may terminate this Agreement, without giving up its right to use any other remedy it may have, if Licensee fails to comply with any of the terms of this Agreement. Early termination of this Agreement by Licensee or NUVENTIVE shall not entitle Licensee to any refund unless otherwise provided specifically in this Agreement or by law. At the termination of this Agreement or the license

to use the NUVENTIVE Software for any cause whatsoever, Licensee shall discontinue its use of the NUVENTIVE Software and shall forfeit all rights to use the NUVENTIVE Software in any way. The rights of NUVENTIVE to enforce the terms and conditions of this Agreement shall survive the termination of this Agreement or the NUVENTIVE Software license.

**10.2. Termination for Insolvency.** Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

**10.3. Return of Materials.** Upon termination of this Agreement for any reason, Licensee shall return to NUVENTIVE all copies of the NUVENTIVE Software, Confidential Information, Documentation and all other tangible materials related to the NUVENTIVE Software, including without limitation, all modifications and derivative works thereof.

**10.4. Survival.** The provisions of Section 6.3 and 10.3 and Articles 4, 8, 9 and 11 shall survive the termination of this Agreement for any reason.

## 11. GENERAL PROVISIONS

**11.1. Independent Contractors.** The relationship of NUVENTIVE and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Licensee to create or assume any obligation on behalf of NUVENTIVE for any purpose whatsoever.

**11.2. Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

**11.3. Entire Agreement; Modification.** This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement. Except as provided below, no provision of this Agreement may be terminated, waived or modified unless set forth in a written agreement signed by both parties to this Agreement. NO PURCHASE ORDER OR OTHER LICENSEE ORDERING DOCUMENT THAT PURPORTS TO MODIFY OR SUPPLEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL ADD TO OR VARY THE TERMS OR CONDITIONS HEREIN PROVIDED. ALL SUCH PROPOSED VARIATIONS OR ADDITIONS ARE OBJECTED TO BY NUVENTIVE.

NUVENTIVE shall have the right to change the terms of this Agreement upon 30 days notice to Licensee. If any new term or changed term substantially restricts Licensee's lawful use of the Application and is unacceptable to Licensee, Licensee may cancel its subscription within 30 days of notice from NUVENTIVE of such change and Licensee may be entitled to a partial refund of its License Fee for the unexpired portion of its subscription. NUVENTIVE has the right to adopt or amend rules of use or change the terms of this Agreement immediately if such rules or changes are necessary to protect users' Data or to prevent harm to NUVENTIVE's network or other persons or property, and no License Fee refund will be made in such circumstances.

**11.4. Notices.** To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding use of the Application ("Communications") by Licensee, may be provided to Licensee electronically and Licensee agrees that such Communications may be in electronic form. Electronic Communications may be delivered to any email address provided by Licensee for such purpose, or Communications may be posted on the pages within NUVENTIVE's TracDat™ web site. Communications may be printed and retained, and NUVENTIVE recommends that Licensee print and retain copies of all Communications. All Communications in either electronic or paper format will be considered to be in "writing". NUVENTIVE reserves the right but assumes no obligation to provide Communications in paper format. Licensee may revoke Licensee's consent to receive electronic Communications by notifying NUVENTIVE of Licensee's decision to do so, by sending an e-mail message to NUVENTIVE at support@nuventive.com or by telephoning support at 877-427-4768 in the United States. If Licensee revokes its consent to receive Communications electronically, NUVENTIVE may terminate Licensee's right to use the Application. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by facsimile transmission, by electronic Communications (as described above, unless revoked), or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).

**11.5. Force Majeure.** Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

**11.6. Assignability and Binding Effect.** Licensee shall not by contract, operation of law, or otherwise assign this Agreement (in whole or part), or delegate performance of any of its obligations under this Agreement without NUVENTIVE's prior written consent. Any such assignment or delegation without NUVENTIVE's prior written consent shall be voidable at NUVENTIVE's option. NUVENTIVE reserves the right to assign any portion of this Agreement with written notice to Licensee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**11.7. Export.** Licensee will not knowingly export or transmit the NUVENTIVE Software, directly or indirectly, to any restricted countries or in any other manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, and any export administration regulations issued thereunder.

**11.8. U.S. Governmental Rights.** If the NUVENTIVE Software is being licensed on behalf of the U.S. Government (the "Government"), the following provisions apply to this Agreement. If the NUVENTIVE Software is supplied to the Department of Defense ("DOD"), it is classified as "Commercial Computer Software" and the Government is acquiring only "Restricted Rights" in the NUVENTIVE Software and related documentation, as that term is defined in paragraph 252.227-7013(c)(1) of the DOD Supplement to the Federal Acquisition Regulations ("DFAR") (or any successor regulations). If the NUVENTIVE Software is supplied to any unit or agency of the U.S. Government other than DOD, the Government's rights in the NUVENTIVE Software and related documentation will be as defined in paragraph 52.227-19(c)(2) of the Federal Acquisition Regulations ("FAR") or, in the case of NASA, in paragraph 18.52.227-86(d) of the NASA Supplement to the FAR (or any successor regulations).

**11.9. Legal Expenses.** The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs.

**11.10 Licensee's Password.** Licensee shall not permit or allow any person other than its authorized administrators to use Licensee's administrative password(s) to access the Application, or allow any unauthorized Designated Users to have access to the Application.

**11.11 Waiver.** No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

**11.12 Authority.** The individual signing on behalf of each party to this Agreement represents and warrants that he/she has the authority to act on behalf of such party and to legally bind such party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement effective as of \_\_\_\_\_, 20\_\_\_\_\_.

**Nuventive LLC:**

**Folsom Lake College:**

By (signatory)  
Printed Name: \_\_\_\_\_

By (signatory)  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**11.6. Assignability and Binding Effect.** Licensee shall not by contract, operation of law, or otherwise assign this Agreement (in whole or part), or delegate performance of any of its obligations under this Agreement without NUVENTIVE's prior written consent. Any such assignment or delegation without NUVENTIVE's prior written consent shall be voidable at NUVENTIVE's option. NUVENTIVE reserves the right to assign any portion of this Agreement with written notice to Licensee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**11.7. Export.** Licensee will not knowingly export or transmit the NUVENTIVE Software, directly or indirectly, to any restricted countries or in any other manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, and any export administration regulations issued thereunder.

**11.8. U.S. Governmental Rights.** If the NUVENTIVE Software is being licensed on behalf of the U.S. Government (the "Government"), the following provisions apply to this Agreement. If the NUVENTIVE Software is supplied to the Department of Defense ("DOD"), it is classified as "Commercial Computer Software" and the Government is acquiring only "Restricted Rights" in the NUVENTIVE Software and related documentation, as that term is defined in paragraph 252.227-7013(c)(1) of the DOD Supplement to the Federal Acquisition Regulations ("DFAR") (or any successor regulations). If the NUVENTIVE Software is supplied to any unit or agency of the U.S. Government other than DOD, the Government's rights in the NUVENTIVE Software and related documentation will be as defined in paragraph 52.227-19(c)(2) of the Federal Acquisition Regulations ("FAR") or, in the case of NASA, in paragraph 18.52.227-86(d) of the NASA Supplement to the FAR (or any successor regulations).

**11.9. Legal Expenses.** The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs.

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**11.11 Waiver.** No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

**11.12 Authority.** The individual signing on behalf of each party to this Agreement represents and warrants that he/she has the authority to act on behalf of such party and to legally bind such party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement effective as of

December 13, 2016.

Nuventive LLC:

Folsom Lake College:

By (signatory)  
Printed Name:

Dan K. Raney, MD

By (signatory)  
Printed Name:

KATHLEEN KIRKLIN

Title:

CEO

Title:

V.P., Administration

Signature:

[Signature]

Signature:

[Signature]

Date:

12/13/2016

Date:

12/13/16

## Exhibit A

### Customer License/Support Card

**Important: Keep this card.**

**Nuventive Software:** TracDat  
**Licensee and Designated Site:** **Folsom Lake College**  
**10 College Parkway, Folsom, CA 95630-6798**  
**Designated Contact:** Ms. Molly Senecal, MPA; Dean of Planning and Research  
**Phone:** 916-608-6688  
**Email:** senecam@flc.losrios.edu

**License Type:** Subscription to access Software through Internet  
**License Term:** **Three Year Commitment**  
**Annual License Fee for Subscription (Starting Year Two):** **\$ 9,400**  
**License Renewal Terms:** **annual renewal as specified in special terms below**  
**Professional Services:** **See Professional Services**  
**First Year Total:** **\$17,600**

**Special Terms:** Subscription fee for year one will be \$17,600. Subscription fee for years two and three will be \$9,400 annually. After year three the contract will automatically be renewed subject to payment by the customer. Nuventive will notify the customer at least 60 days prior to renewal of any changes in pricing.

#### How to Reach Us

**Worldwide web:** <http://www.nuventive.com>  
**Email:** support@nuventive.com  
**Technical Support:** 877-427-4768  
**Fax:** 412-847-0285

#### System Specifications and Requirements:

**End-User Requirements** Clients may either use a Microsoft Windows based operating system or Apple OSX. Clients must be running Microsoft Internet Explorer 11 or Edge, Mozilla Firefox, Safari or Chrome. Nuventive generally works to be compatible with new versions of these browsers following their release but in advance cannot make any guaranties regarding timing or specific versions.



American River College ■ Cosumnes River College ■ Folsom Lake College ■ Sacramento City College

# VENDOR PACKET

1. REVIEW :

- Welcome Letter
- Vendor Application
- Contractor Requirements for public works projects including maintenance
- Insurance Requirements for vendors providing onsite or contract services
- Purchase Order Terms and Conditions

2. COMPLETE AND RETURN:

- Vendor Application
- Federal Tax Form W-9
- NA* CA Tax Form(s) - 590, 587, 588, 589 as applicable
- Insurance Certificate

---

VENDOR NAME: NUVENTIVE LLC

Return the following documents via email, mail or fax:

Application     W-9     CA Tax Form     Insurance

---

Email – [lrcddpurchase@losrios.edu](mailto:lrcddpurchase@losrios.edu)  
Mail – 1919 Spanos Court, Sacramento, CA 95825  
Fax – (916) 568-3145

# Los Rios Community College District

## TYPES OF CONTRACT SERVICE

A. General Contractors and Specialized Services:

- Aircraft or Air Charter
- Ambulance Services
- Asbestos Abatement
- Food Services and Catering
- General Construction Contracts (Plant or Other Facilities)
- Hazardous Waste Services
- International Study Travel Abroad
- Medical Services (including optical and laboratory)
- Professional Services (Accountants, Actuaries, Architects, Attorneys, Engineers, Financial Services, Insurance, Surveyors)
- Special Events Community Services/Pyrotechnical Displays Transportation Services
- High Voltage Services

B. Building/Grounds and Maintenance Services:

- Building and Grounds Maintenance (Electrical, HVAC, painting, plumbing, roofing, etc.)
- Elevator Maintenance
- Groundskeepers
- Janitor/Custodial
- Special Events Community Services
- Tree Removal/Trimming
- Roadway/Parking Lot Striping

C. Repair, Installation, and Independent Contractors Services:

- Carpet Installation and Cleaning
- Door and Window Services
- Floor Installation, Cost Estimators, Schedule Consultants
- Facilities Planning Consultants, QA Plan Reviewers
- Garage Door Installation, Fence Repairs
- Independent services contracts (grants writers, professional speakers, trainers, and facilitators, report writers, and evaluation/assessment reports)
- Information Technology
- Locksmith Services
- Shower/Tub and Tile Repair



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


|                                                                                                 |  |                                                                                                                                |                        |
|-------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>PRODUCER</b><br>First National Insurance<br>12 Federal St., Suite 405<br>Pittsburgh PA 15212 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 412-359-2530      FAX (A/C, No): 412-231-0249<br>E-MAIL ADDRESS: info@fn-ins.com |                        |
|                                                                                                 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Federal Insurance Company                                                  | <b>NAIC #</b><br>20281 |
| <b>INSURED</b><br>Nuventive, LLC<br>9800B McKnight Road, Suite 255<br>Pittsburgh PA 15237       |  | <b>NUVEN-1</b><br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :                                      |                        |

**COVERAGES**      **CERTIFICATE NUMBER: 1819647999**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|-------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         |          | 35868492      | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE                                                                 | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | MED EXP (Any one person)                                                        | \$10,000    |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | PERSONAL & ADV INJURY                                                           | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | GENERAL AGGREGATE                                                               | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                                                          | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                 | \$          |
| A        | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                     |           |          | 35868492      | 1/1/2016                | 1/1/2017                | COMBINED SINGLE LIMIT (Ea accident)                                             | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | BODILY INJURY (Per person)                                                      | \$          |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | BODILY INJURY (Per accident)                                                    | \$          |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                  | \$          |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                 | \$          |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0                                                                        |           |          | 79825825      | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE                                                                 | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | AGGREGATE                                                                       | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         |                                                                                 | \$          |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                |           |          | 71715634      | 1/1/2016                | 1/1/2017                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |             |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | E.L. EACH ACCIDENT                                                              | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                      | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                     | \$1,000,000 |
| A        | Professional Liability                                                                                                                                                                                                                                                                                                            |           |          | 35868492      | 1/1/2016                | 1/1/2017                | Aggregate Limit                                                                 | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
LRCCD is listed as additional insured on the General Liability and Auto Liability per written contract.

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Los Rios Community College District<br>1919 Spanos Court<br>Sacramento CA 95825 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





**LOS RIOS**  
**COMMUNITY COLLEGE DISTRICT**  
 1919 Spanos Court ■ Sacramento, CA 95825  
 PURCHASING DEPARTMENT (916) 568-3071  
 Fax (916)568-3145 ■ lrccdpurchase@losrios.edu

# VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Nuventive, LLC

|                                                                                 |                            |                                                               |  |
|---------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------|--|
| <b>NAME OF FIRM</b><br>Nuventive, LLC                                           |                            | <b>FEDERAL ID# OR SOCIAL SECURITY #</b><br>25 - 1877035 / - - |  |
| <b>MAILING ADDRESS</b><br>9800 McKnight Road, Suite 255<br>Pittsburgh, PA 15237 |                            | <b>REMIT ADDRESS (if different)</b>                           |  |
| <b>PHONE</b><br>412-847-0280                                                    | <b>FAX</b><br>412-847-0285 | <b>EMAIL</b><br>amilliron@nuventive.com                       |  |

|                                           |                                                            |                                                    |
|-------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| <b>WEBSITE</b><br>www.nuventive.com       | <b>ORGANIZATION/REGISTRATION</b><br>(Check all that apply) |                                                    |
|                                           | Individual                                                 | Contractor License#                                |
| <b>AUTHORIZED COMPANY REPRESENTATIVES</b> |                                                            |                                                    |
| Name                                      | Title/Capacity                                             | Email                                              |
| David Raney                               | CEO                                                        | draney@nuventive.com                               |
| Gary Chohan                               | Sr. VP & CPO                                               | gchohan@nuventive.com                              |
|                                           |                                                            |                                                    |
|                                           |                                                            | Partnership                                        |
|                                           |                                                            | Non Profit                                         |
|                                           |                                                            | DIR Registration#                                  |
|                                           |                                                            | x (LLC) - DE Corporation (List State Incorporated) |
|                                           |                                                            | Is business registered in the State of California? |
|                                           |                                                            | X Yes No                                           |

| PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT                                                |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Nuventive provides solutions for students, faculty, and staff to assess, communicate, and improve personal and institutional performance. |  |  |
| TracDat software                                                                                                                          |  |  |
| Performance Management software                                                                                                           |  |  |
| Professional Training Services                                                                                                            |  |  |

| VENDOR CERTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | OTHER BUSINESS INFORMATION    |                    |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------|---------------------|
| I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer.<br>INITIALS | Payment Terms                 | Discounts Extended |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30 days                       |                    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Refund/Returns                |                    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                    |                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SIGNATURE: <i>Gary Chohan</i> |                    | TITLE: Sr. VP & CPO |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                    | DATE: 10/11/16      |

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Nuventive, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                 |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                 |
| 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b><br><small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small><br><input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.)<br><b>9800 B. Mcknight Road, Ste. 255</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Requester's name and address (optional)<br><b>Los Rios Community College District</b>                                                                                                                                                                           |
| 6 City, state, and ZIP code<br><b>Pittsburgh, PA 15237</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                 |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                 |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |   |   |   |   |   |   |   |   |   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|---|--|
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |   |   |   |   |   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>                                                                                                                                                                                                                   |   |   |   |   |   |   |   |   |   |   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |   |   |   |   |   |   |   |   |   |  |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |   |   |   |   |   |   |   |   |  |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |   |   |   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> </tr> </table> | 2 | 5 | - | 1 | 8 | 7 | 7 | 0 | 3 | 5 |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5 | - | 1 | 8 | 7 | 7 | 0 | 3 | 5 |   |  |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                                      |                          |
|------------------|------------------------------------------------------|--------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Alyssa N. Milliron</i> | Date ▶ <b>10-11-2016</b> |
|------------------|------------------------------------------------------|--------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# 2016 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent**

Name

**Payee**

Name

Nuventive, LLC

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

2 5 - 1 8 7 7 0 3 5

Address (apt./ste., room, PO box, or PMB no.)

9800 B. McKnight Road, Ste 255

City (If you have a foreign address, see instructions.)

Pittsburgh

State

PA

ZIP code

15237

**Exemption Reason**

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

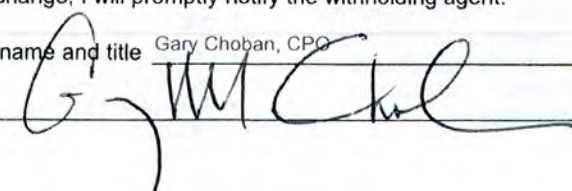
To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Type or print payee's name and title Gary Choban, CPG

Telephone ( 412 ) 847-0280

Payee's signature



Date 12/11/16

NUVENTIVE LLC

9800 B MCKNIGHT ROAD  
SUITE 255  
PITTSBURGH, PA 15237

# INVOICE

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 12/16/2016 | 53198     |

Bill To:

Folsom Lake College  
Los Rios Community College District  
1919 Spanos Court  
Sacramento CA 95825-3981

| P.O. No.   | Terms   | Due Date  | Rep | Account # |
|------------|---------|-----------|-----|-----------|
| 0001090355 | 30 DAYS | 1/15/2017 | SWJ |           |

| Description                                                                                                          | Qty | Item Price | Amount      |
|----------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| TracDat Subscription Fee<br>FIRST YEAR<br>12/16/2016 - 12/15/2017<br>(ongoing fee for years 2 and 3 will be \$9,400) | 1   | 17,600.00  | 17,600.00   |
| TracDat Silver Managed Services - Professional Services (annual fee)<br>12/16/2016 - 12/15/2017                      | 1   | 8,200.00   | 8,200.00    |
| TracDat Data Import Services - Professional Services (one time fee)                                                  | 1   | 2,860.00   | 2,860.00    |
| <b>Total</b>                                                                                                         |     |            | \$28,660.00 |
| <b>Payments/Credits</b>                                                                                              |     |            | \$0.00      |
| <b>Balance Due</b>                                                                                                   |     |            | \$28,660.00 |

If you should have any questions in regards to this invoice please call toll-free 1-877-366-8700.

① KK to approve, then receive and ask for voucher.  
② Trx \$10K in expense to 5982