

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER NO 0001098998
CHANGE ORDER - REPRINT

Date	Revision	Page
05/21/2018	1 - 10/10/2018	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1012222 VANDER WERFW ROUILLERS	34VAPA2261 IR	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000040515
 EMERALD DATA SOLUTIONS INC
 PO BOX 419874
 BOSTON MA 02241-9874

email: billing@diligent.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	SOFTWARE BOARDDOCS LT PLUS PACKAGE	1.00	EA	5,400.00	5,400.00	10/17/2018
	SERVICE PERIOD: 08-16-18 TO 08-15-19					
2- 1	INSTALLATION BOARDDOCS LT PLUS	1.00	EA	1,000.00	1,000.00	10/11/2018

PER END USER AGREEMENT

10-11-18 PER VENDOR INVOICE# INV204838 - ADD PO LINE 2 FOR \$1,000.00 INSTALLATION AND DECREASE PO LINE 1 TO \$5,400.00. NEW PO TOTAL \$6,400.00 - SR

10-17-18 REVISE BUDGETS PER J HARMAN (BELOW). PO TOTAL REMAINS THE SAME - SR

LINE 1 - GENFD 6490 12 FL.CP.PRDO 67500 00000 464A
 LINE 2 - GENFD 6490 11 FL.CP.PRDO 66000 00000 051C

Sub Total Amount	6,400.00
Sales Tax Amount	0.00
Total PO Amount	6,400.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6490	11	FL.CP.PRDO	66000	00000	051C	1,000.00	2019
GENFD	6490	12	FL.CP.PRDO	67500	00000	464A	5,400.00	2019

0001012222KIRKLINK08-MAY-2018

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.

Change Order Request

Email Completed Change Order Request Form to: FLC-BSOChangeOrder@flc.losrios.edu

PO# 0001098998

REQUEST DATE: 10/10/18

COLLEGE/DEPT.: FLC/OIR

VENDOR NAME: EMERALD DATA SOLUTIONS

CHANGE UNIT PRICE on LINE# 1 TO \$6,400.00

CHANGE DESCRIPTION on LINE# 1 TO:

SOFTWARE BOARDDOCS –

INCLUDES: ONE LT PLUS PACKAGE @ \$5,400.00 AND ONE LT PLUS INSTALLATION @ \$1,000.00

SERVICE PERIOD: AUGUST 16, 2018 TO AUGUST 15, 2019

ADD PO COMMENTS:

VENDOR CHANGE PER EMAIL DATED 10/10/18, AND INVOICE INV204838 DATED 09/28/18.

DO NOT DISPATCH PO/CO TO VENDOR – INSTEAD PRINT AND HAVE ACCOUNTING MAIL WITH REMITTANCE FOR ATTACHED INV204838 – FOR 10/18/18 CHECK RUN.

Haney, Brenda

From: Haney, Brenda
Sent: Wednesday, October 10, 2018 8:15 AM
To: Harman, Joany
Cc: Kingsley, Julie; Senecal, Molly
Subject: Change Order_ Emerald Data Solutions,_ PO 0001098998
Attachments: Change Order_Emerald Data Sol 0001098998 10-10-18.doc; Invoice_INV204838_1539175975290.pdf

Importance: High

Change Order required for Invoice payment.

Thank you,

Brenda Haney

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ haneyb@flc.losrios.edu

From: billing@diligent.com <billing@diligent.com>

Sent: Wednesday, October 10, 2018 5:53 AM

To: Kingsley, Julie <KingslJ@flc.losrios.edu>; Haney, Brenda <haneyb@flc.losrios.edu>; mjcooper@boarddocs.com

Subject: New Invoice from Emerald Data Solutions, Inc.

Folsom Lake College,

Invoice number [INV204838](#) in the amount of \$6,400.00 covering the service period of August 16, 2018 to August 15, 2019 is due on October 28, 2018. Please remit payment, according to the instructions on your invoice, by the due date. For questions or concerns, please contact billing@diligent.com or reply directly to this email.

Thank you for your business!

Regards,

Diligent Customer Transactions

billing@diligent.com



EMERALD
DATA SOLUTIONS™

Invoice

Diligent Corporation
1515 N Courthouse Rd, Ste. 210
Arlington, VA 22201

Date	Invoice
September 28, 2018	INV204838
Terms	Due Date
Net 30	October 28, 2018
Start Date	End Date
August 16, 2018	August 15, 2019

Remittance Information Below

Bill To	Ship To
Los Rios Community College District 1919 Spanos Court Sacramento CA 95825 United States	Folsom Lake College 10 College Parkway Folsom CA 95630 United States

PO	Billing Schedule	Invoice Schedule
0001098998	Annual	1

Description	Quantity	Rate	Amount
BoardDocs LT Plus Package	1	5,400.00	5,400.00
BoardDocs LT Plus Installation	1	1,000.00	1,000.00
Subtotal			6,400.00
Tax Total (%)			0.00
Total			6,400.00
Amount Applied			0.00
Amount Due			6,400.00
			USD

Thank you for your valued business. If you have any questions regarding payment or billing please email billing@diligent.com.

PLEASE MAIL PAYMENT TO:

Emerald Data Solutions, Inc.
P.O. Box 419874
Boston, MA 02241-9874
United States

EFT REMITTANCE:

Bank Name : Bank of America
Account Name: EMERALD DATA SOLUTIONS INC
ABA: 061000052
Account Number: 000105686787
Swift Code: BOFAUS3N

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001098998

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.

Date 05/21/2018	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1012222 VANDER WERFW SHEWMAKER		Location / Dept ERWAPA2261 IR

Supplier: 0000040515
 EMERALD DATA SOLUTIONS INC
 1515 N COURTHOUSE RD STE 210
 ARLINGTON VA 22201

Phone: (646) 968-6614

email: billing@diligent.com

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

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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PER END USER AGREEMENT

Sub Total Amount	6,700.00
Sales Tax Amount	0.00
Total PO Amount	6,700.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.CP.PRDO	66000	00000	051C	1,168.48	2018
GENFD	5600	12	FL.CP.PRDO	67500	00000	464A	5,531.52	2018

0001012222KIRKLINK08-MAY-2018

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

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

Addition to Terms and Conditions/Revised 01/26/18

23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

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
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LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

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

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC [] CRC [] SCC [] FLC [x] DO [] IT [] FM [] OTHER []

Agreement/Contract With: Board Docs (Emerald Data Solutions)

State the business terms of agreement: Board Docs Software purchase

This agreement consists of the following documents: Contract (End User Agreement)

Funding Source: 464A IEPPI grant Leadership Development Amount \$ 6,200

I have read and agree with the terms of this agreement:

[] By: Molly Senecal Date: 5/4/18 Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director I approve as to Substance

[x] By: Kathleen Kuklin Date: 5/8/18 (Print name)

Risk Management

[] By: Date:

General Services

[] By: Date: Associate Vice Chancellor, Finance

General Counsel (When necessary)

- [] Changes necessary as specified on the document or on the attached memorandum. [] Approved as to form.

[] By: Date: General Counsel

Los Rios Community College District

[] By: Date:

[] Vice Chancellor of Finance and Administration [] Deputy Chancellor, Ed & Tech.

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

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

Business Unit: GENFD OPEN	
Req ID: 0001012222	Date: 05/04/2018 Page 1
Requisition Name: BOARDDOCS SOFTWARE	
Requester: Vander Werf	Bldg#: IR
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: VANDER W 04-MAY-2018	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SOFTWARE BOARDDOCS	1	CHG	6,700.00	6,700.00	05/18/2018

Total Requisition Amount: 6,700.00

BOARDDOCS SOFTWARE FROM EMERALD DATA SOLUTIONS. VENDOR PACKET IN PROCESS.

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5600	11	FL.CP.PRDO	66000	00000	051C	1,206.00
GENFD	5600	12	FL.CP.PRDO	67500	00000	464A	5,494.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of IEPI

For grants/special projects Leadership Development (IEPI) 464A

Name: Mally Senegal

Approval Signature 	Approval Signature 	Approval Signature
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Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

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

Business Unit: GENFD OPEN	
Req ID: 0001012222	Date: 05/04/2018 Page 1
Requisition Name: BOARDDOCS SOFTWARE	
Requester: Vander Werf	Bldg#: IR
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: VANDER W 04-MAY-2018	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SOFTWARE BOARDDOCS	1	CHG	6,700.00	6,700.00	05/18/2018

Total Requisition Amount: 6,700.00

BOARDDOCS SOFTWARE FROM EMERALD DATA SOLUTIONS. VENDOR PACKET IN PROCESS.

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	5600	11	FL.CP.PRDO	66000	00000	051C	1,206.00
GENFD	5600	12	FL.CP.PRDO	67500	00000	464A	5,494.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

Name: _____

Approval Signature 	Approval Signature 	Approval Signature
------------------------	------------------------	------------------------

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("**Emerald**"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "**Service**"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "**Agreement**"). By executing this Agreement, the below named customer ("**Customer**") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: CCLC		Sales Rep Phone: 817-659-3047	
Sales Rep Name: Michelle Cooper		Sales Rep E-Mail: mjcooper@boarddocs.com	
CUSTOMER INFORMATION			
Organization Name: Folsom Lake College			
Address: 109 3 rd Ave S			
City: Franklin		State: TN	Zip: 37064

2. Charges. For each BoardDocs site (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("**ARC**") and the Non-Recurring Charge ("**NRC**") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$0.00
<input checked="" type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$5,700.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$0.00

3. Term. The "**Initial Term**" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "**Renewal Term**") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

EMERALD DATA SOLUTIONS, INC.

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

"**Effective Date**" shall be the date of the last signature.

Part II: Additional Terms and Conditions

4. Provision of the Service. Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement (“**SLA**”) and the Emerald Acceptable Use Policy (“**AUP**”), which SLA and AUP are posted on Emerald’s web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Emerald will provide Customer with at least sixty (60) days’ advance notice of any change in the SLA or AUP. Emerald will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties’ “Marks” (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

5. Payment. Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer’s receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Emerald with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer’s creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Emerald are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

6. Termination. This Agreement is effective for the Term described in Section 3. Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer’s failure to pay any amount when due under this Agreement (after ten (10) days’ prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate “Content” (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a “**Customer Caused Termination or Suspension**”). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Emerald; or (b) any material breach of this Agreement by Emerald. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald “**Intellectual Property**” and/or “**Marks**” (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Emerald’s Intellectual Property or Marks.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer’s purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer’s utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer’s consent (collectively, “**Users**”) complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless expressly permitted in writing by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the “**Content**”), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer’s request, Emerald will export the data from the Service database in its native format at no charge to Customer. If Customer desires Emerald to convert the data into any other format other than its native format, Customer shall pay Emerald two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald’s AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND EMERALD DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY EMERALD FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "**Events of Force Majeure**").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.

From: [Kingsley, Julie](#)
To: [Shewmaker, Nicholas](#); [Haney, Brenda](#)
Cc: [Senecal, Molly](#)
Subject: RE: Board Docs Status
Date: Monday, June 4, 2018 1:38:26 PM

Hi Nick,

Thank you so much for doing that digging.

Please let me know if there is anything you need from me.

Keep me posted when you send it out.

I appreciate your help!

Julie

From: Shewmaker, Nicholas
Sent: Monday, June 4, 2018 1:33 PM
To: Kingsley, Julie <KingslJ@flc.losrios.edu>; Haney, Brenda <haneyb@flc.losrios.edu>
Cc: Senecal, Molly <SenecaM@flc.losrios.edu>
Subject: RE: Board Docs Status

Hi Julie,

I did some digging on this one over here. Looks like risk management is working with the vendor you get correct insurance documentation. Once they have that Anita Singh the Director of General Services will be able to sign the end user agreement.

I will send it out as soon as I have it.

Thanks,
Nick

From: Kingsley, Julie
Sent: Monday, June 04, 2018 1:14 PM
To: Haney, Brenda <haneyb@flc.losrios.edu>; Shewmaker, Nicholas <shewman@losrios.edu>
Cc: Senecal, Molly <SenecaM@flc.losrios.edu>
Subject: FW: Board Docs Status
Importance: High

Hi Nick and Brenda,

Who should be the appropriate person to sign this?

If it is Molly, she won't be in until June 13th.

Please advise.
Thanks for your help.

Julie

From: Michelle Cooper <mjcooper@boarddocs.com>
Sent: Monday, June 4, 2018 1:08 PM
To: Kingsley, Julie <KingslJ@flc.losrios.edu>
Cc: Senecal, Molly <SenecaM@flc.losrios.edu>
Subject: RE: Board Docs Status
Importance: High

Yes, Julie. I'm so sorry! It looks like we are missing the signed End User Agreement. I've attached it to this email. I let our Projects team know this project is coming in and is ready to go. If you would sign the document and email it back, I'll put a rush on this internally.

Thank you,

Michelle Cooper

Senior Government Specialist, BoardDocs

MJCooper@BoardDocs.com | Office: 646-968-6614 | **Mobile: 817-659-3047**

From: Kingsley, Julie <KingslJ@flc.losrios.edu>
Sent: Monday, June 4, 2018 2:03 PM
To: Michelle Cooper <mjcooper@boarddocs.com>
Cc: Senecal, Molly <SenecaM@flc.losrios.edu>
Subject: FW: Board Docs Status

Hi Michelle,

Can you let us know the status on the delivery of our BoardDocs software? Is there something you are needing from us?

The PO was sent back to your company on 5/22/18, I have attached it for reference.

Please let us know the status of delivery.

Thank you very much,
Julie

From: Kingsley, Julie

Sent: Wednesday, May 30, 2018 9:16 AM

To: 'Michelle Cooper' <mjcooper@boarddocs.com>

Cc: Haney, Brenda <haneyb@flc.losrios.edu>; Shewmaker, Nicholas <shewman@losrios.edu>;
Senecal, Molly <SenecaM@flc.losrios.edu>

Subject: Board Docs Status

Hi Michelle,

I was following up on the delivery of Board Docs to Folsom Lake College.

I know we had a bit of a slow down due to adjusting the vendor packet. However, now that you have corrected that, I wanted a progress report on where we are at.

Please let me know if there is anything you need from me.

Thanks,

Julie Kingsley | Administrative Assistant to Molly Senecal, Ed.D, Dean, Planning/Research

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6529 | KingslJ@flc.losrios.edu | www.flc.losrios.edu