

ATTACHMENT A
SOFTWARE LICENSE AGREEMENT

between

**Old Dominion University,
and Participating Affiliates**

5115 Hampton Blvd

Norfolk, Virginia 23529

USA

("the Customer")

and

StarRez, Inc.

5340 S. Quebec St., Suite 250-S

Greenwood Village, Colorado 80111

USA

("StarRez")

RECITALS

WHEREAS, StarRez has the lawful right to grant licenses of the Software Product/s (as defined below) to the Customer and its Participating Affiliates (as defined below); and

WHEREAS, the Customer and/or one or more of its Participating Affiliates intends to Use (as defined below) the Software Product/s under the terms, conditions and limitations specified herewith.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Customer and StarRez agree to be contractually bound by the following:

1.0 Definitions

1.1 As used in this Agreement:

- "Agreement" means this Software License and Maintenance Agreement, including its exhibits and schedules and attachments;
- "Acceptance Test" means the testing that the Software Product/s must pass before it is accepted by the Customer as being in accordance with its stated requirements;
- "Annual Maintenance Fee" means the fee for annual maintenance as described in Clause 3 (Maintenance);
- "Confidential Information" means this Agreement and all its exhibits, schedules, attachments, as well as any SoW or addenda hereto signed by StarRez and the Customer (or a Participating Affiliate), all Software Product/s listings, documentation, information, data drawings, business rules, business logic and algorithms configured into the system, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software Product/s, source code relating to the Software Product/s, and any other proprietary information supplied to the Customer by StarRez, or by the Customer to StarRez including, with respect to the Customer, (a) all non-public information about the Customer, a department, faculty, school or other unit of the Customer or the Customer's property (tangible or intangible), (b) non-public information about third parties, and (c) Personal Data. In addition, "Confidential Information" includes that which should reasonably be considered to be confidential all items marked as "confidential information", including all items defined as "confidential information" in any other agreement between the Customer and StarRez, whether executed prior to or after the date of this Agreement;
- "Documentation" means the documentation, comprising of relevant and wholly connected on-line help files, written instruction manuals or specifications regarding the applicable Software Product/s;

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“Effective Date”	means, with respect to the Software Product/s, that initial mutually agreed components in the implementation, go live for the first time;
“SoW”	means the fully completed SoW of Work (which may be provided in the form of a Proposal), attached hereto;
“Go Live Date”	means the date after the Software Product/s passed the Acceptance Testing and is in production for the first time.
“Participating Affiliate”	means an operation, department or other affiliate of the Customer that licenses Software Product/s from StarRez pursuant to this Agreement;
“Personal Data”	means any non-public and other personal information about current or former Customer faculty members, employees, students, other persons associated with Customer and other individuals.
“Service Level Agreement”	means the support and maintenance services as detailed in the Service Level Agreement (“SLA”) that can be found on the StarRez customer care website (www.starrez.com);
“Software Product/s”	means the proprietary computer program(s) specified on an SoW as supplied by StarRez to the Customer, inclusive of: (a) the computer program instructions that constitute the computer program(s) functioning on the specified computer, (b) all data and procedures supplied with the computer program(s), and (c) the Documentation;
“Solution Overview”	refers to the detailed description of all modules, functions and interfaces available to the StarRez customer community. The latest version is available on the StarRez customer care website (www.starrez.com).
“Standard StarCare Support”	means the support as fully described in the Service Level Agreement (“SLA”) that forms part of this Agreement;
“Statement of Work (“SoW”)”	means a written SoW or order form specifying the Customer, the Software Product/s to be licensed, the pricing, term and other relevant terms and provisions of the license grant, substantially in the form of Exhibit A attached hereto;
Support	means technical, web, telephone and email assistance provided by StarRez to the Customer. It includes assistance in answering questions that may arise concerning the operation and use of Software Product/s to users that have had prior use in the operations of the Software Product/s. Except as agreed in writing between the parties; Support does not include any education services or professional services.
“Use”	means, when referred to the Software Product/s, the loading, utilization, storage or display of the Software Product/s by the authorized users in the organization of the Customer, as set forth in the SoW for the purpose of processing such the Customer’s information.
“User”	means the person or persons using the Software Product/s;
“Working Days”	means an eight (8) hour time block on your time zone (generally 9:00am to 5:00pm), per week day on Monday through Friday except holidays.

1.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement. References to recitals, clauses and schedules are, unless otherwise stated, references to the recitals and clauses of, and schedules to, this Agreement.

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- 1.3 Words imparting the singular shall include the plural and vice versa.
- 1.4 Words imparting a gender include every gender.
- 1.5 References to persons include an individual, company, corporation, firm or partnership.

2.0 Grant of License

2.1 Statement of Work

- 2.1.1 Pursuant to the terms and conditions of this Agreement, and as specified in one or more Statement of Work ("SoW"), StarRez hereby agrees to grant to the Customer and/or one or more of its Participating Affiliates license(s) (as described in more detail below) to Use Software Product/s. Each such license grant shall be only when the applicable SoW is signed by authorized representatives of StarRez and the Customer and/or the applicable Participating Affiliate(s). Each SoW shall be deemed to be an integral part of this Agreement, and shall be subject to all of the terms and conditions of this Agreement, unless anything to the contrary is expressly specified on the SoW in which case, for the avoidance of doubt, that relevant term/s in the specific SoW will take precedence, provided, however, that to the extent that the terms and conditions of any SoW conflict with the terms and conditions of this Agreement, such conflicting terms and conditions shall apply only to the specific SoW containing such conflicting terms and conditions, and such conflicting terms and conditions shall have no effect on, and shall not be incorporated into, this Agreement generally or any other SoW.

2.2 Description of License

- 2.2.1 For so long as this Agreement is in force, and upon payment of the applicable license fee for each SoW then in force, StarRez grants to the Customer a perpetual, non-exclusive, and non-transferable license to:
 - 2.2.1.1 make Use of the Software Product/s specified on such SoW;
 - 2.2.2.2 use the Documentation in connection with the Use of the Software Product/s; and
 - 2.2.2.3 copy the Software Product/s for backup or archival purposes only, provided that all titles, trademark symbols, copyright symbols and legends are reproduced.
- 2.2.2 The Customer may not transfer any license granted by this Agreement to anybody else, without the express written approval of StarRez, such approval not to be unreasonably withheld or delayed. Any attempt to transfer the license in any form, including, but not limited to, sale, gift, assignment, pledge, exchange, or otherwise, would automatically render this license void.

2.3 No Transfer of Ownership

- 2.3.1 Nothing contained in this Agreement transfers to the a party any title or right in any intellectual property of the other party, except for in the case of the limited license(s) to Use the Software Product/s and the Documentation as expressly granted pursuant to this Agreement.

2.4 Limitations of License

- 2.4.1 Each license granted hereunder entitles the Customer to the Use of the Software Product/s, limited to internal use by the Customer for its own internal purposes. Use of the Software Product/s to perform services for third parties, whether for commercial purposes or otherwise, is not permitted.
- 2.4.2 Each SoW may contain agreed upon limitations to the Use of the Software Product/s, licensed under each SoW. As examples, such limitations may limit the maximum number of active users that can access the Software Product/s, the number and type of computers for which the license is granted, the technology platform on which the Software Product/s can be used, or any other specifications or

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limitations of Use that are expressly indicated on such SoW.

- 2.4.3 The re-engineering, modification, and any changes of any kind in the use of the source code are strictly prohibited. StarRez does not allow or support direct updating, inserting, or writing data into the StarRez database without the use of StarRez integration modules or interfaces built by StarRez. Manipulating the StarRez database in any way without using the client application and its standard features is prohibited. These restrictions are intended to ensure the integrity of the data and that all integration does not bypass the system integrity, business logic, functions, and audit trails.
- 2.4.4 Manipulating the StarRez database outside of the standard features will render the Service Level Agreement null and void, and will diminish StarRez's ability to support the Customer.

2.5 Software Product/s Delivery

- 2.5.1 In accordance with the execution and delivery by both parties for the relevant SoW, StarRez shall promptly deliver to the Customer via data transmission, one machine-readable copy of the applicable Software Product/s, and one machine-readable copy of the Documentation for such Software Product/s. The Customer may reproduce the Documentation by printing the on-line files for its own internal use (not for public domain of any kind). Upon receipt of the Software Product/s, the Customer will as soon as is reasonably practicable notify StarRez of such receipt.

3.0 Maintenance

3.1 Maintenance Service

- 3.1.1 Subject to receipt of payment of the applicable Annual Maintenance Fee with respect to a Software Product/s, StarRez will provide the Customer with maintenance services comprising the following (collectively, the "Maintenance Services"):
 - 3.1.1.1 fulfillment of all terms and conditions of the Service Level Agreement;
 - 3.1.1.2 access to StarRez's technical Software Product/s support, during normal business hours through e-mail, the world wide web or by telephone;
 - 3.1.1.3 the provision of existing corrections to known problems and to new versions of the licensed Software Product/s, inclusive of new releases, service-packs, documentation updates.

For the avoidance of doubt, new versions of the licensed Software Product/s may not necessarily include new functionalities, which StarRez might choose to market as separately priced modules or new versions of the licensed Product/s running on technological architectures which are significantly different from the architecture on which the licensed Software Product/s work.

- 3.1.2 StarRez shall have the right to suspend the Maintenance Services with respect to a Software Product/s in case the Annual Maintenance Fee due from the Customer is overdue by more than thirty (30) days, provided always that:
 - 3.1.2.1 StarRez advises the Customer that the payment has not been received and gives the Customer such help as it may need to ensure that a valid invoice is paid; and
 - 3.1.2.2 StarRez shall once again provide such Maintenance Services when the Customer confirms that payment shall be made.
- 3.1.3 The provision of Maintenance Services by StarRez shall be limited to the licensed Software Product/s in their original status and/or customized and/or modified versions.
- 3.1.4 Support is available to answer questions and take care of the Customer's current configuration. If a change to the Customer's current configuration is required, additional fees may apply and must be mutually agreed upon between the Parties in writing in advance of work performed.

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3.1.5 Permanent or "on request", Remote Desktop or other approved industry standard remote access is required via Internet for installation, updates, warranty and on-going (Software Product/s or User) support.

3.1.5.1 For workstation specific items, LogMeIn Rescue is used; its 'Assistance' will be required by the Customer to enable StarRez to login remotely, by assisting with any possible machine dependent services or upgrade requirements.

3.2 Annual Maintenance Fee

3.2.1 The first year maintenance period starts at the Effective Date and proceeds until the year anniversary of that date. Maintenance equals 18% of list price for total modules, functions, workstations, and interfaces as provided in the SoW. The Maintenance fee covers Standard StarCare Support as described in the StarRez Service Level Agreement.

3.2.2 If additional modules, functions, workstations, and services are purchased after the initial purchase, the new Software Product/s cost(s) will be calculated and added to the original license price, and maintenance will be recalculated and charged according to the new license fees. For the avoidance of doubt, fees for services such as training and consulting are not included in the maintenance calculation.

3.2.3 Maintenance Services are available for each Software Product/s licensed hereunder on an annual basis, with automatic annual renewal on the anniversary of the Effective Date for such Software Product/s (unless waived by the Customer as described below), subject in each instance to payment of the Annual Maintenance Fee as specified in the applicable SoW.

3.2.4 Training and installation costs are included in the initial total investment as stated in the SoW. Costs for additional training, warranty, exclusions or other services will be offered, quoted and agreed by the parties on a case-by-case basis before proceeding with additional work.

3.2.4 StarRez shall have the right to modify the Annual Maintenance Fee every year, by giving the Customer written notice at least sixty (60) days prior to the end of the then current annual term. No increase will have to be justified. Year one Annual Maintenance is provided at no charge. No increase shall be made for years 2 through 5 (from the Effective Date). No annual increase will be higher than five percent (5%) from the previous year.

3.3 Waiver of Maintenance

3.3.1 Although the Maintenance Services for each Software Product/s shall automatically renew on an annual basis (as described above), the Customer shall have the right to cancel the Annual Maintenance Fee for any Software Product/s for any forthcoming year by giving notice to StarRez a minimum of thirty (30) days before the expiration of the then current annual term. In such case StarRez will discontinue all delivery of the Maintenance Service effective as of the next anniversary of the Effective Date for the applicable Software Product/s.

3.3.2 If Maintenance Service for the Software Product/s should be discontinued by the Customer, it cannot be reinstated for such Software Product/s unless the Customer provides full payment of all Annual Maintenance Fees that would have been paid during the period of discontinuation, as well as the Annual Maintenance Fee for the next annual term.

4.0 Invoicing and Payments

4.1 Software License

4.1.1 Fifty percent (50%) deposit (based on the total license amount) is due from the applicable Customer upon Contract signature; a twenty-five percent (25%) payment is due upon the initial installation of the applicable Software Product test system; and the balance of twenty-five percent (25%) is due upon the Effective Date (initial go-live for the initially agreed components) for the applicable Software Product.

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4.1.2 Unless specified otherwise in the applicable SoW, the invoices for the licensed Software Product/s and for the Annual Maintenance Fees will be issued directly by StarRez.

4.2 Hosting Services

4.2.1 In the event that StarRez is responsible for hosting the software solution on behalf of the Customer, increases may be required based on Customer usage and data volumes. The initial payment is due upon contract signature and subsequently on each anniversary date thereafter.

4.3 Annual Maintenance & Support

4.3.1 An invoice for annual Maintenance Services for a Software Product/s will be issued on each anniversary of the Effective Date.

4.2 Travel and Expense Policy

4.2.1 All travel and expenses will be as agreed in advance between the parties. Airfare and accommodations may be impacted by location, number of sites, and other factors.

4.2.2 All travel and expenses will be subject to the Customer's Travel and Expenses Policy which may be amended from time to time. The allowable reimbursement for 'Daily' per diem shall be in accordance with Commonwealth of Virginia's most recently dated and published State Travel Regulations, CAPP Manual Topic No. 20335, specifically "Lodging/M&IE" guidelines. Please refer to:
http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335-2011.pdf

4.2.3 Expenses are invoiced and due to be paid monthly. For the avoidance of doubt, expenses will only be paid by the Customer where it has agreed in advance of its occurrence. Accommodations, meals, room and board for StarRez on-site visits will amount to, no more than, \$250/day and is billed, (based on receipts), to the customer. If any of these items are not necessary, they will not be invoiced.

4.2.4 Only expenses solely and wholly in connection with the performance of this Agreement will be considered by the Customer.

4.3 Payments

4.3.1 Full payment in U.S. dollars is due and payable by the Customer to StarRez within thirty (30) days of receipt of the invoice. StarRez reserves the right to charge interest on any delinquent amounts owed by the Customer, older than 90 days and after written notice by StarRez, at the lesser of 18% per annum or the maximum rate permitted by law.

5.0 Warranty Disclaimer and Limitation of Liability

5.1 For a period of twelve (12) calendar months following the Effective Date, StarRez represents and warrants that the Software Product/s will, when properly installed, substantially perform as described in the Documentation.

5.2 StarRez warrants:

5.2.1 that it has the right to grant the license to use the Software Product/s as specified by this Agreement;

5.2.2 that the distribution thereof does not and will not infringe any patent, copyright, trademark, or any other intellectual or industrial property right of any third party; and

5.2.3 that there have been no claims threatened in writing of any such infringement.

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- 5.3 StarRez shall indemnify, defend and hold the Customer, each Participating Affiliate, and/or any employee, consultant, faculty member, student, member of the governing board or agent of the Customer and/or a Participating Affiliate harmless from and against any claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' and professional's fees and court costs) arising out of or in conjunction with any claim, suit or proceeding brought against the indemnified party, which alleges that the Software Product/s, as delivered or amended by or at the direction of StarRez and used in accordance with the terms and conditions of this Agreement, infringe any patent, copyright, trade secret, trademark or any other intellectual property right of any third party, provided that:
- 5.3.1 the Customer gives StarRez written notice of such claim, suit or proceeding (provided that failure or delay in notification shall not relieve StarRez of such indemnification obligation except to the extent that such failure to provide prompt notice prejudices StarRez's ability to provide such defense or indemnification) as soon as reasonably practicable;
 - 5.3.2 gives StarRez (at StarRez's expense with respect to any out-of-pocket costs), full information and reasonable assistance in its defense or settlement; and
 - 5.3.3 StarRez shall be entitled to direct such defense and to settle or otherwise dispose of such claim, suit or proceeding, as it deems appropriate (provided that any settlement or other disposition must contain a full and unconditional release of the Customer for all liability relating to such claim, suit or proceeding, or must be approved in advance in writing by the Customer).
- 5.4 If a judgment is rendered or if an injunction is obtained in such action against the Customer's use of the Software Product/s, StarRez shall, at its option and expense, either:
- 5.4.1 obtain for the Customer the right to continue using the Software Product/s; or
 - 5.4.2 replace the Software Product/s with others with substantially equivalent functionality; or
 - 5.4.3 modify the Software Product/s so that they became non-infringing, while maintaining substantially equivalent functionality,
 - 5.4.4 Or, if a), b) or c) above is not practical, reimburse the Customer for the full fees actually paid to StarRez with respect to the applicable Software Product/s and a full refund of the Annual Maintenance Fee.
- 5.5 Without prejudice to clause 5.5, except with regard to claims based upon a breach of the confidentiality provisions contained in clause 6 below, in no event shall StarRez (or any of its parent, subsidiary, or affiliate, or any of their officers, directors, employees or representatives) be liable to the Customer, any Participating Affiliate or any third party for any special, indirect, incidental, exemplary or consequential damages, or loss of profits, savings, revenue, use, or goodwill or business interruption arising from this Agreement or from any Software Product/s licensed hereunder even if StarRez was advised of the possibility of such damages or losses. In no event shall the liability of StarRez (or any of its parent, subsidiary, or affiliate, or any of their officers, directors, employees or representatives) under this Agreement or from any Software Product/s licensed hereunder exceed, in the aggregate, the actual amounts paid by the Customer or the applicable Participating Affiliate to StarRez under this Agreement.

6.0 Confidential Information and Proprietary Nature of Software Product/s

6.1 Protection of StarRez's Confidential and Proprietary Information

- 6.1.1 The Customer (and each Participating Affiliate that is a party to an SoW) acknowledges that the Software Product/s are proprietary in nature, and commits not to disclose, duplicate or otherwise reproduce any of the Software Product/s or the Documentation outside of the provisions of this Agreement. The Customer shall take commercially reasonable measures to ensure that all its officers, employees and agents that have access to the Product/s shall respect such confidentiality. The Customer recognizes that any breach of this clause could generate an irreparable harm to StarRez, and promises to give commercially

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reasonable attention to safeguard the Products against unauthorized access and illegal duplication. In particular, with respect to documentation related to client tools and such other Software Product/s tools and features which StarRez may notify the Customer from time to time, the Customer may only post such tools and information in "intranet-type" closed online systems used for the Customer's internal use only and not publicly accessible.

6.2 Protection of the Customer's Confidential and Proprietary Information

6.2.1 In connection with this Agreement, the Customer and/or Participating Affiliates may provide StarRez with, or StarRez may obtain access to, its or their Confidential Information. StarRez will:

6.2.1.1 use reasonable care as it uses to protect its own Confidential Information to protect the security of such Confidential Information;

6.2.1.2 not use Confidential Information except as solely and wholly necessary for the performance of its obligations under this Agreement;

6.2.1.3 limit access to Confidential Information to those StarRez employees, contractors, consultants who have a specific need for such access in order to perform such obligations (each, a "Permitted Person"), and StarRez will enforce compliance with these confidentiality requirements by such Permitted Person/s;

6.2.1.4 not at any time during or after the term of this Agreement disclose Confidential Information to any person other than Permitted Employees except with the Customer's or such Participating Affiliate's prior written consent (except as otherwise required by law in which case StarRez shall, unless otherwise prohibited by law, promptly notify the Customer and/or the applicable Participating Affiliate);

6.2.1.5 comply with such additional protections as the Customer or such applicable Participating Affiliate shall reasonably and/or legally require from time to time; and

6.2.1.6 immediately notify the Customer or the applicable Participating Affiliate upon learning of any breach in the security of Confidential Information.

6.2.2 All of the Customer's and/or a Participating Affiliate's Confidential Information will remain the property of the Customer and/or the applicable Participating Affiliate.

6.2.3 At any time on the Customer's or the applicable Participating Affiliate's request, and in any case upon termination or expiration of this Agreement, StarRez will unless otherwise instructed by the Customer or the applicable Participating Affiliate return all documents containing Confidential Information to the Customer or the applicable Participating Affiliate, delete all electronic files and records containing Confidential Information, and retain no copies of Confidential Information in any medium, provided that StarRez shall be entitled to retain such records as are reasonably necessary solely for reference and archive purposes, on the condition that such records shall continue to be subject to the provisions of this confidentiality section, and any Personal Data in such records shall be deleted or redacted.

6.3 Termination

6.3.1 The Customer retains the right to request in writing that StarRez return all the Customer's Confidential Information upon termination of this Agreement, which StarRez must comply within thirty (30) Working Days of being so notified.

6.3.2 StarRez retains the right to request in writing that the Customer return all proprietary data (e.g. StarRez documentation, release notes, schematics, source code) to StarRez upon termination of this Agreement, which the Customer must comply within 30 days of being so notified.

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7.0 Technology

7.1 Customer Support

- 7.1.1 If a change to the Customer's configuration is required, it may be considered chargeable if StarRez is requested to perform change orders, and outside the scope of the Service Level Agreement. If a change is required to the Customer's current configuration for updates and enhancements, at least two week's notice is requested for timely updates.

Permanent or "on request", Remote Desktop or other approved industry standard remote access is required via Internet for installation, updates, warranty and on-going (product or user) support. For workstation specific items, LogMeIn Rescue is used.

7.2 Online Student Self Service Portal

- 7.2.1 Single Sign-on supports Single Active Directory Domain only. Advanced Pass Through Authentication solutions require more detail, and will need to be reviewed by the StarRez development team and quoted separately.
- 7.2.2 The Student Self Service Portal look and feel configuration options are according to StarRez standard settings. Further customizations are available by request and must be scoped according to requirements.
- 7.2.3 Additional online application processes are required where: Unique Student Classifications (e.g. Freshman vs. Seniors) or Housing Types (e.g. Residence Halls vs. Family Housing) defines a different set of steps, business rules, and information collection:
- 7.2.4 For the Online Room Selection, additional Online Application Processes, and the Billing/Meal Plan Pro-rate tools, customizations are available on request and must be scoped according to the Customer's requirements;
- 7.2.5 For use of the SMS/Text Messaging module, the Customer must use an SMS provider service that receives the SMS message from the StarRez SMS Module and then sends the message through the Customer's SMS gateway to the selected recipients. On the Customer's request, StarRez will help identify a suitable SMS service provider;
- 7.2.6 For the Online Guest Booking, Short Stay module a different payment provider and merchant ID can be used for the conference operation versus student accommodations. In the event that a different payment provider or merchant ID is required, than that used for the student accommodations, additional scoping and pricing will be applicable.
- 7.2.7 For the Online Event Attendee Registration module a different payment provider and merchant ID can be used for the conference operation versus student accommodations. In the event that a different payment provider or merchant ID is required, than that used for the student accommodations, additional scoping and pricing will be applicable.
- 7.2.8 The Web Accounts payment integration is directly connected to commercial credit card payment providers with a standard API. Integration via, or to, an in-house built payment system will need to be reviewed and quoted separately.
- 7.2.9 Employee Application Portal customizations are available upon request and must be scoped according to requirements. Additional application processes are required where: unique position details are required (e.g. additional fields required for just one type of position)

7.3 Interfaces

- 7.3.1 Interfaces can be built using a range of technology. As standard practice, StarRez interfaces are provided in batch format, unless stated otherwise in the relevant SoW. Web Services can also be used by the Customer if it so chooses, which may require additional fees.

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- 7.3.2 For the Room Assignment Export interface, no financial data is included. If a room change export is needed for the purpose of financial billing on the campus financial system, it will need to be scoped and priced separately. Only current room records are sent in entirety. No changes (such as edits to check-in dates, comments, rate codes, etc.) are included.
- 7.3.3 For the REST Web Services API, the components are to be used as-is based on documentation provided for the use of these Web-Services. For any additional related consulting/services, the standard hourly consulting rate will apply.
- 7.3.4 In the event that StarRez is responsible for hosting the software solution on behalf of the Customer, StarRez reserves the right to switch hosting companies for equivalent service with notice to the customer. StarRez is indemnified and held harmless from any business disruption caused by any hosting partner.

8.0 General Provisions

- 8.1 This Agreement, or any rights or obligations thereof, shall not be transferred by either party to any third party without the prior written consent of the other party.
- 8.2 The laws of the Commonwealth shall govern the rights, obligations, activities and the relationship between the parties under this Agreement.
- 8.3 If any provision of this Agreement is contrary to the governing law, or is held to be invalid by any court, then such provision shall be considered void, without rendering invalid the remainder of this Agreement, unless such provision is essential to this Agreement. For purposes of this Agreement, any matter pertaining to indemnification, confidentiality, to the non-transferability of the license, or to the ownership of the Products shall be deemed essential.
- 8.4 All notices which are required to be given under this Agreement shall be in writing (email is acceptable) and shall be sent to the address of the other party as set forth in this Agreement or such other address as a party may designate by notice given in accordance with this clause.
- 8.5 The failure by either party to exercise any right or option it is granted herein, or to require the performance by the other party of any provision of this Agreement, or the tolerance by either party of any breach of this Agreement, shall not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement, and shall not prevent a subsequent exercise or enforcement of such provisions.
- 8.6 This Agreement, together with the exhibits, schedules and attachments hereto and each SoW, constitutes the entire agreement and understanding between the parties relating to the licensing of Software Product/s hereunder. Any previous SoWs or statements, whether oral or written, are void as superseded by this Agreement.
- 8.6 This Agreement may be amended only by a written document containing specific reference to this Agreement, signed by authorized representatives of both parties; provided, however, that to the extent that the terms and conditions of any SoW (or amendment thereto) conflict with the terms and conditions of this Agreement, such conflicting terms and conditions shall apply only to the specific SoW containing such conflicting terms and conditions, and such conflicting terms and conditions shall have no effect on, and shall not be incorporated into this Agreement generally or any other SoW; and provided further, only with respect to the Service Level Agreement, any changes to be made to the Service Level Agreement will be communicated in writing to the Customer, provided that no changes which reduce the rights of the Customer or which lower the level of service to which the Customer is entitled under the current Service Level Agreement shall be effective without the consent in writing of the Customer.

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Through the signatures of their duly appointed representatives, the Customer and StarRez agree to be bound by all provisions contained in this Agreement.

Signed by the Customer:

Signed by StarRez:



(signature)
Robert L. Fenning

(name)
Vice President, Administration & Finance

(title)
7/2/12

(date)



(signature)
David A. Meale

(name)
President

(title)
July 2, 2012

(date)

EXHIBIT A

Effective Proposal (To be used and referred to as the Statement of Work)

The Customer agrees that it has reviewed the terms of the StarRez Statement of Work (then referred to as 'Proposal') dated June 23, 2012, and verifies that the modules, functionality, and interfaces outlined therein are accurate.