



Quote #: 00006906

Addendum to the Master Agreement

Schoolwires, Inc.

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Phone: 814-689-1046 Fax 866-891-8612

www.schoolwires.com

Schoolwires SPIN Number: 143027372

District/Entity ("CLIENT") Name: Baldwin County School District 1900 HWY 31 BAY MINETTE, AL 36507-4180 Customer ID [AL01901374]	Account Tier: Tier 5 (31 - 50 schools) Term of Addendum: 12 Months Subsidized by Champions of Education Program? No Has Applied/Will Apply for E-Rate? No Start Date: 03/01/2014 Expiration Date: 02/28/2015
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Amendment to the Master Agreement

This Addendum amends the Master Agreement (the "Agreement") previously entered into, and currently in effect between the parties. Under this Addendum, Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services listed in Exhibit A, for the fees set forth in Exhibit A, for or during the period beginning with the Start Date of Addendum and ending on the Expiration Date of Addendum. In the event that the Expiration Date of this Addendum falls after the expiration date of the Agreement, then the Agreement is hereby renewed so that it shall remain in effect until the Expiration Date of this Addendum. This Addendum and the Agreement are subject to renewal in accordance with the relevant provisions of the Schoolwires Master Agreement Standard Terms and Conditions ("Standard Terms and Conditions"). In all other respects, the Agreement shall remain in full force and effect.

Fees and Payment Terms

Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services to the extent identified in Exhibit A of this Addendum to the Master Agreement for the fees set forth in Exhibit A. Any amounts indicated in Exhibit A are in addition to all other amounts payable under the Agreement. In the event that this Addendum renews the Agreement beyond its current term, then for the periods specified in Exhibit A, the fees set forth in Exhibit A will include fees due for certain specified Licenses and Services which were acquired under the original Agreement as well as the additional fees due for any new Licenses and/or Services acquired hereunder. An invoice for the Initial Term will be issued upon receipt of the signed Addendum to the Master Agreement. Invoices are payable net 30 days from date of invoice unless otherwise specified. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Standard Terms and Conditions.

Client Accounts Payable Information

Is a PO Number Required? (Y/N) _____ PO Number: _____	Contact Name: _____ Contact Telephone Number: _____
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Terms and Conditions

The Agreement, as amended hereby, includes the Exhibits which are attached hereto (as listed below) and is subject to the Incorporated Contract Documents (as listed below), each of which sets forth additional terms of the Agreement. If any term of this Addendum conflicts with any Incorporated Contract Document or the Agreement, then the terms of this Addendum shall control.

Incorporated Contract Documents

Standard Terms and Conditions, Terms of Use and Privacy Policy which can be found at <http://help.schoolwires.com/welcome>.

Professional Services Definitions which can be found at <http://help.schoolwires.com/professionalservices>.

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees

EXHIBIT A

Fees

	Unit Price	Units	Year 1
Professional Services (one-time)			
Services: Custom Development	\$ 830.00	1.00	\$ 830.00
Professional Services (annual)			
Services: Custom Development Maintenance	\$ 80.00	1.00	\$ 80.00
Total			\$ 910.00

EXHIBIT B

Statement of Work

Baldwin County Public Schools

Dropdown with Jump Menu

1. **Introduction.** Schoolwires, Inc. ("Schoolwires") will perform the professional services ("Services"), and provide the deliverables ("Deliverables"), described in this Statement of Work (alternatively referred to as the "SOW"). This SOW is subject to the terms and conditions of the Master Agreement previously entered into between Schoolwires and Client, as well as the terms and conditions of the Addendum to which this SOW is attached. Any Services or Deliverables that are not described in this SOW shall be considered outside the scope of this SOW and would require the payment of additional fees and the parties' entry into an amendment or change order hereto, or a separate SOW, for the performance or delivery thereof (which document shall specify the agreed-upon fees and other details related thereto).
2. **Service Description.** This section gives a complete overview of the Services to be provided by Schoolwires, and associated Deliverables, in connection with the custom developed software application to be developed hereunder.
 - a. **Services Overview.** Schoolwires will be responsible for performing the following activities in the course of delivering and maintaining "Baldwin Dropdown with Jump Menu" (the "Application").

Service	Deliverable
Development/Requirements Consultation (by phone)	Requirements Document
Development of Application Wireframes	Application Wireframes
Development of Application	Functional Application*

*The "Functional Application" shall be a software program containing the functionality described in Section 3 below, as such functionality is refined pursuant to the Requirements Document, Wire Frames and Screen Shots developed by Schoolwires hereunder.

3. **Functional Specification.** Schoolwires will deliver a custom application (the "Baldwin Dropdown with Jump Menu" or "Application") that will have the following functionality:
 - a. Modify the front end and the input of Site Shortcuts making the site Shortcuts application into a dropdown menu when viewed on the front end of site.
 - i. Remove ability to use images for site shortcuts
 - b. Build Dropdown so that when a site shortcut is clicked on from the drop down it goes to the page selected. (jump menu)
4. **Fees and Payment Terms**
 - a. **One-time.** Initial (One-time) fee for delivery of Baldwin Dropdown with Jump Menu: **\$830.00.**

- b. **Recurring.** Annual Maintenance Fee (Recurring fee for annual Maintenance): **\$80.00**
- i. **Maintenance.** Maintenance is comprised of the following: (i) Schoolwires will provide a correction or reasonable work-around for any material defect in the Application reported by Client, where a “defect” is a non-compliance with the functional specifications described herein or the Requirements Document delivered hereunder; and (ii) where Schoolwires releases a new release to the Centricity2 Licensed Software which Client has rights of use in under the Master Agreement, Schoolwires will modify the Application (if necessary) to enable it to inter-operate with the new release of Centricity2.
- c. **Payment Terms.** Schoolwires will invoice Client for the one-time fee for the development of the Application (**\$830.00.**) upon execution of the Addendum to which this SOW is attached. Schoolwires will invoice Client for the Initial Annual Maintenance Fee upon initial delivery of the Application to Client. For subsequent annual Maintenance periods, Schoolwires will invoice Client in advance of the commencement of the applicable annual Maintenance period unless either party has notified the other party at least sixty (60) days prior to the end of the then-current annual period that it wishes to terminate Maintenance for the Application (in which event no invoice will be issued for the next annual Maintenance period and all Maintenance obligations of Schoolwires shall terminate). Annual Maintenance fees may be increased by Schoolwires on an annual basis by providing Client at least ninety (90) days notice of the increase prior to the commencement of the applicable annual Maintenance period. If Client does not terminate Maintenance pursuant to the above, then the increased fees shall apply to the upcoming annual Maintenance period. For any out-of-scope services agreed to be performed by the parties, the fees therefore shall be invoiced as agreed by the parties in the applicable change order, amendment or other written agreement of the parties. For any additional Services authorized by the terms of this SOW, fees will be invoiced monthly in arrears following the month in which the Services were performed. All invoices shall be paid by Client within thirty (30) days of their issuance by Schoolwires. Interest may be charged by Schoolwires on any payment that is past-due and shall be based on a per annum rate equal to the lesser of the prime rate published by The Wall Street Journal at the time in question plus 2% or the highest rate permitted by applicable law.
5. **Assumptions and Dependencies.** This section outlines the key dependencies for the successful delivery of the Application
- a. **Client Dependencies.** Schoolwires will rely upon the Client’s participation in the process, and the pricing and scope set forth herein is dependent on the Client fulfilling the following Client Dependencies. In the event that Client does not provide timely consultation or cooperation, or in the event that the dependencies described herein are not met in a timely way, then in addition to the terms below, Schoolwires reserves the right to re-price and re-scope the project as it reasonably determines is required as a result of Client’s non-compliance.
- i. Client will be required to participate in the development consultation and, in addition, Client shall provide timely feedback and sign off for the following Deliverables within the time frames specified below:
1. Requirements Document within one week of initial delivery
 2. Application Wireframes within one week of initial delivery

- ii. NB: If Client fails to notify Schoolwires of sign-off within the time period required above, then the Deliverable shall be deemed sign-offed by Client unless otherwise agreed by Schoolwires in writing (by way of example, Schoolwires may agree, in its discretion, that in the event that sign-off turnaround of any of the above four items takes longer than the two week allotment of time in this plan, Schoolwires will allow a specified additional time for Client to provide sign-off but that, in exchange, there will be a day for day slip in the final delivery of the Application and that additional fees would apply as a result of such delay.
 - iii. Schoolwires will be provided a contact with authority to sign off on each of these documents, and it will be a client responsibility to ensure this contact attains any internal approvals required within the agreed time. Client shall sign-off on each Deliverable unless the Deliverable materially fails to comply with the functional specifications described in Section 3 above or materially fails to comply with a previous Deliverable (such as the Requirements Document) on which the current Deliverable is dependent. If Client determines in good faith that a Deliverable material fails as described above, it shall notify Schoolwires by the required two-week deadline with a reasonably-detailed description of the reasons for its material non-compliance herewith. If Client does not provide this description within the required timeframe, the Deliverable will be deemed signed-off by Client. If Client provide such description within the required timeframe, Schoolwires will work to remedy the material non-compliance and will re-deliver the Deliverable to Client thereafter, at which point the two-week turnaround requirement and the above notification and sign-off requirements will re-apply.
6. **Delivery Timeline.** Assuming the turnaround times in “Client Dependencies” are achieved, Schoolwires estimates in good faith that it will deliver the Baldwin Dropdown with Jump Menu no later than 6 weeks from the commencement of Services under this SOW following execution of the Addendum to which it is attached.
7. **Trademarks and Confidentiality.** All product names, company names and/or trademarks mentioned in this Statement of Work remain the property of their respective owners. This Statement of Work is confidential to Schoolwires and its affiliates (“Schoolwires”) and is provided by Schoolwires on the strict understanding that it shall be treated as confidential in accordance with the confidentiality terms of the parties’ Master Agreement and that no part of this Statement of Work may be modified, translated, decompiled, disassembled, reproduced, used or transmitted by Client in any form without the prior written consent of Schoolwires.
8. **Change Request Process.** Schoolwires will design and deliver the Application in accordance with the parameters outlined in this Statement of Work. During the life of the project it is possible that Client needs may change, and Schoolwires is committed to be responsive should this occur.
- a. **Reasons.** The Client may wish to change from the initial parameters here because:
 - i. Functionality is added or removed;
 - ii. Client Dependencies take longer than agreed to deliver;
 - iii. Client should seek to accelerate delivery from the agreed timeline;
 - iv. Additional revisions of look and feel are requested

- b. **Fees and Delivery Timeline.** In the event of any changes to this Statement of Work, including those described above, Schoolwires shall have the right to adjust the price and/or overall delivery timelines to address such "Change Request". In each case, Schoolwires will promptly alert the Client that a Change Request has been raised, and advise what if any change to the price and/or overall delivery timeframe is occasioned by such change. In order for any such change to be effective, the parties shall each sign a written Change Order, amendment or similar written agreement of the parties which describes the changes to the scope and estimated delivery timeline, and which specifies the additional fees due as a result thereof.
9. **Mobile Functionality.** The application will be delivered using the principles of Responsive Web Design. It will not be an Application which will be available for integration or deployment within the Schoolwires Mobile Application.
10. **Intellectual Property.** All right, title, and interest in the Application, all Deliverables and all intellectual property associated with the Services and work product created under this Statement of Work, together with the underlying existing Schoolwires software, shall be owned exclusively by Schoolwires, including, without limitation, any modifications or derivatives to any of the above items which may be made in the course of this project at the request of the Client.

By signing below, each of Schoolwires and Client represent that a) this Addendum has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has received and accepted the Standard Terms and Conditions and all other contract documents incorporated into or attached to this Addendum.

THE PARTIES have executed this Addendum through the signatures of their respective authorized representatives.

Schoolwires, Inc.

Baldwin County School District

Name of Authorized Schoolwires Officer

Name of Authorized Baldwin County School District Representative

Title

Title

Signature

Signature

Date

Date

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	Michelle Provenzano

