

PROPOSAL FOR



Presented by Jen Andretta
973-936-9676
August 12, 2024



ABOUT SIMFONI eSOURCING

Simfoni eSourcing combines proven sourcing technology and services delivered by sourcing professionals helping procurement organizations maximize value delivered to their business partners. Companies choose Simfoni for its deep capabilities and confidence in meeting all legal requirements. High user adoption and ease of use for buyers, suppliers and internal stakeholders are a few reasons organizations continue with Simfoni eSourcing.

Market differentiating software delivers unparalleled value to our customers via our ability to execute highly complex and diverse sourcing events with ease. No matter how complex your sourcing process, Simfoni eSourcing will allow you to fully automate sourcing, enabling faster delivery and management of events. Simfoni Supplier Onboarding allows the collection, management and notification of expiration dates of vendor documentation.

VALUE WE DELIVER

The potential value of our solution combines quantitative and qualitative benefits that accelerate the impact of sourcing-related initiative across the organization. This value is derived from components like cost savings, improved service levels, efficiency gains, and risk avoidance but ultimately translates to profitability and EBTIDA impact.

- 30 – 60% Gains in Sourcing Efficiency
- 40 – 50% Increase in Supplier Engagement
- 5 – 30% Savings for Direct & Indirect Spend
- 75 – 90% Less Supplier Questions
- 10 – 30% Increase in Spend Under Mgmt.
- Proven Adoption Success

COMMERCIAL OFFER

eSourcing + Supplier Onboarding

1 Power User + 1 Key User
Unlimited Team Users
Unlimited Suppliers / Unlimited Events

\$22,000 per year

INCLUDES:

- UI Languages Included: English
- Union County ESC Branded URL
- Unlimited Projects, Unlimited Suppliers
- Phone & Email Support for Power Users
- Six (6) Templates Created by Simfoni using data provided by Union County ESC

SUPPORT & ONBOARDING:

- Implementation & training performed by Simfoni eSourcing Success Team.
- Dedicated Account Manager trains Power User on their first three (3) live events.
- Power Users continue to have direct access to Dedicated Account Manager for the life of the partnership = forever support.

USER DESCRIPTIONS:

- System Admin (Mstr admin) will be able to control the site settings. They will have the ability to delete/inactivate supplier users and delete/archive projects. This person will receive training to review the capabilities of the system settings login, but also to set the project and supplier tags.
- Power Users and Key Users are project administrators with the same rights inside the tool. The difference is in the support of these users. Power Users have direct access to the Dedicated Account Manager for the life of the agreement for questions, guidance, support, etc. Key Users go directly to the Power Users for support.
- Team Users are internal collaborators that can assist with an event; however, cannot invite, launch, or create an event. These users are free of charge and unlimited. Suppliers user free and unlimited.

RECOMMENDED SCOPE & IMPLEMENTATION TIMELINE

SCOPE

Based on your mandatory requirements, Simfoni recommends eSourcing + Supplier Onboarding

PROJECT TIMELINE

We would anticipate implementation to last 4-8 weeks, based on the scope shared to date. The Simfoni eSourcing Implementation Team, in conjunction with your team would, leverage a 5-step process to ensure success:

Step 1: Data Planning

- Simfoni eSourcing to send pre-implementation data request to obtain company setting, supplier, and template data plus upcoming RFX schedule

Step 2: Intake & Data Refinement

- Simfoni eSourcing to receive data and create templates for use in eSourcing

Step 3: Configuration & Review

- Simfoni eSourcing to configure URL, train Master Admin & perform team demo

Step 4: Launch & Live Event Training

- Simfoni eSourcing to launch client URL & begin live event training

Step 5: Ongoing Support & Training

- Simfoni eSourcing to provide ongoing support & training for Power User(s)

Software as a Service Agreement

This SOFTWARE AS A SERVICE AGREEMENT ("**Agreement**") is made and entered into as this _____ day of August, 2024 ("**Effective Date**") Simfoni USA, Inc ("**Simfoni**") a Delaware limited liability company having a location at 444 North Wells Street, Suite 502, Chicago IL 60654 and Union County Educational Services Commission ("**Client**"), located at 45 Cardinal Drive, Westfield, NJ 07090.

1. **Usage:** Simfoni, subject to the conditions contained herein, grants Client a non-exclusive use of the proprietary software listed in attachment A ("**Software**") and Documentation, as follows:
 - a. To use the source and/or object code relating to the Software solely for Client's own internal operations, by a limited number of Client's employees or authorized agents, provided however, that Client is responsible for its agents use, as follows:
 - i. The usage fee is valid for the solutions and power and key users listed on Attachment A and unlimited other free 'team' users.
 1. Power users and key users are the only users allowed to setup and manage projects on their own or create contract management or workflow templates. Power and key users are named users, meaning that only specific named people will have access to setup and manage eSourcing projects as Project Administrators or create eContracts or eWorkflow templates as eContracts or eWorkflow Administrators.
 2. Power users are the only users eligible to call Simfoni for support. However, if a power user is absent from work due to illness or vacation, their designated key user deputy is eligible to call Simfoni for support. Support for key user deputies is limited to straightforward (areas that can be explained and understood in approximately 10 minutes or less).
- For clarification purposes the following items are considered not straightforward and therefore support would not be offered to key users for these items: 1) guidance on the structure of pricing templates, 2) proper RFI question format, and 3) data manipulation.
3. Team users are defined as being able to use the software but are not eligible to manage projects on their own or call Simfoni for Support.

- a. Team users can perform these activities, as allowed by Project Administrators, and if appropriate module is in use:
 - i. Create eWorkflow Tickets
 - ii. Participate in eWorkflow approvals
 - iii. Create contracts in eContracts
 - iv. View eWorkflow Tickets and eContracts
 - v. View eWorkflow and eContracts reports
 - vi. Enter or Edit RFI or RFP/Q content in eSourcing
 - vii. Score RFI responses in eSourcing
 - viii. View RFI and RFP/Q reports in eSourcing

- ix. Answer supplier questions in eSourcing
- b. Team users cannot perform these activities (so only power or key users (Administrators) can perform these) if applicable based on modules in use:
 - i. Create eSourcing Projects
 - ii. Add suppliers to eSourcing events
 - iii. Create bid templates in eSourcing
 - iv. Create auctions in eSourcing
 - v. View detailed RFI scoring report in eSourcing
 - vi. Set project due dates in eSourcing
 - vii. Schedule reminder emails in eSourcing
 - viii. Create or edit eWorkflow Templates or eContracts templates, including workflow steps as applicable
 - ix. Create custom reports in eWorkflow or eContracts
 - x. Create or view eOptimize analyses
- b. To use the Documentation to support the authorized use of the Software.
“**Documentation**” shall mean all manuals, user documentation and other related materials pertaining to the Software that are furnished to Client by Simfoni.

2. Term of Agreement, Renewal & Termination:

- a. The initial term of this Agreement will be for one (1) year from the Effective Date. After this initial term and any future term(s), this agreement will automatically renew for a one (1) year period unless terminated pursuant to the provisions in this agreement. Either party may elect to discontinue this agreement at the end of any term so long as they provide notice to other party 120 days (or more) before the renewal date.
- b. Client may terminate this Agreement upon written notice if Simfoni breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.
- c. Simfoni may terminate this Agreement upon written notice if Client breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.
- d. Termination of this Agreement shall not limit Simfoni and / or Client from pursuing any other remedies available to it, including injunctive relief. The parties’ rights and obligations intended by their terms to survive the expiration or termination of this Agreement shall survive termination of this Agreement.
- e. If the Software granted under this Agreement expires or otherwise terminates, Client shall cease using the Software.

- 3. **Usage Fees:** Client shall pay Fees to Simfoni as listed on Attachment A which represent the Software usage fee and costs for the installation of the Software on a third party hosted server chosen and managed by Simfoni (the “Usage Fee”). Payment of the Usage Fee shall be made as follows:

- a. Payment will be annual in advance. Payment terms for all invoices related to this Agreement will be Net 30.
 - b. The Usage Fee will include the following installation and support functions:
 - i. The installation of the Software on a third party hosted server.
 - ii. The support services outlined in Attachment B and section 9.
 - c. Simfoni and Client agree that the fee can increase or decrease with the US Consumer Price Index once per year on the anniversary date of this agreement (not to exceed 5% in any one year).
4. **Implementation Services:** The Software installation, training and support that is included as part of this Agreement are detailed in Attachment B. Some are included at no additional cost, and some are provided on a time and materials basis, if applicable.
5. **Other Potential Fees:**
- a. **Consulting and Programming Service Fees:** Client may require consulting and programming services from Simfoni during the course of this agreement. Fees for these services will be billed and paid at the rates in effect when the work is performed. Current rates as of the date of this agreement are \$275 per hour for consulting services and \$195 per hour for programming services. Simfoni and Client will mutually agree to the extent of the services and Simfoni will receive prior written approval from Client before performing any work and charging any applicable fees.
 - b. **Travel Costs:** Should there be the need for Simfoni to incur travel related expenses to meet with Client at the Client's request; travel costs for these trips will be billed at cost to Client after Simfoni receives prior approval from Client.
 - c. **Other out-of-pocket costs:** During the course of this agreement, it may be necessary for Simfoni to perform web-based or other off-site training with Client. Costs for such training sessions, meeting room rentals, web-conference costs, etc., will be billed at cost to Client providing Simfoni receives prior approval from Client.
 - d. **User Interface Languages:** Simfoni solution will be enabled with the following user Interface languages:
 - i. For suppliers: English.
 - ii. For Buyers: English

Additional languages for suppliers can be purchased for a one-time \$4,000 fee per language. Languages for buyer viewing are subject to scope per language.
6. **General Restrictions:** The Software may only be used by an employee of Client or authorized agent working on Client business on behalf of Client. Client agrees that Simfoni will display "Powered by Simfoni" on the top menu bar displayed at the top of each screen of the Software. Client shall not, without prior written permission from Simfoni, permit anyone, including, but not limited to, Client, its employees, and/or its authorized agents, to reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form, or to rent, lease, or transfer the Software or its Documentation in whole or in part. Any and all information obtained during such unlawful reverse

engineering activities, including but not limited to, the organization, logic, algorithms and processes of the Software, shall be deemed to be confidential and proprietary information of Simfoni.

Client shall not make copies of any Documentation accompanying the Software available to anyone other than an employee or authorized agent without prior written permission of Simfoni, which consent shall not be unreasonably withheld or delayed. Title, ownership rights, and intellectual property rights to content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This agreement gives Client, its employees, and/or authorized agents no rights to Simfoni's intellectual property accessed through the software.

7. **Source Code Restrictions:** Client shall not have the right to copy or modify the Software's source code. Simfoni shall have title to any applications and/or any translation, part or derivative works ("Developments") of the Software that were developed by Simfoni; provided however, that Client shall retain a royalty-free, non-exclusive right to the use of the Developments on the same terms and conditions as set forth in Section 1.
8. **Method of Delivery:** Simfoni will install the Software on the server of a third-party application service provider chosen and managed by Simfoni meeting the operating requirements. After such installation, Client will have access to Simfoni Solutions through a connection to the Internet using the required internet browser(s) in effect at that time. Client is responsible for their own internet connection and for using the required browser versions. As of the time of this Agreement, the minimum and recommended versions for browsers are as follows:

Browser	Minimum	Recommended
Microsoft Edge	38.14	40.15 or higher
Firefox	7.0	20.0 or higher
Chrome	25.0	33 or higher

- a. The Software may be accessed twenty-four (24) hours per day, seven days per week except for regularly scheduled downtime. Prior written notice via e-mail of scheduled downtime will be provided to Client. In the event of unplanned Software unavailability, Simfoni will make all commercially reasonable efforts to rapidly restore access to the Software once Simfoni becomes aware of such unavailability. Simfoni is not responsible for unavailability due to Internet service provider failures or delays or circumstances beyond Simfoni's control such as acts of God, acts of government, floods, fires, earthquakes, civil unrest, and acts of terror.
- b. Client is responsible for notifying Simfoni if a User's access to the software should be terminated, for example due to termination of employment of that User.
- c. No User shall be a competitor of Simfoni, where a "competitor" means any resource or third-party that provides substantially similar procurement-related software.

9. **Support:** As long as this Agreement remains in effect, Simfoni agrees that it will:

- a. Provide a dedicated account manager that will perform the majority of the support activities described herein.
- b. Provide the following at no additional cost to Client:
 - i. Provide Client with Updates or Upgrades of the Software at least once per year. Updates shall mean changes to the Software, databases or technical specifications to reflect current information as may be required. Upgrades shall mean changes to the Software which are so significant as to constitute a new version or solution of the Software.
 - ii. Supply corrections for problems that Simfoni diagnoses as defects in the currently supported version of the Software and shall provide Client with any known problem solutions relating to the Software as such solutions become known to Simfoni; and
 - iii. Provide continuing Documentation for the use of the Software; and
 - iv. Provide system support help using a combination of email and phone services to designated Client power users. Power users will provide system support to all other client users.

All support requests should initially be submitted and logged using getsupport@simfoni.com available 24/7. First Level technical support is available between 8:00 a.m. to 7:00 p.m. (EST), Monday through Friday. Live strategic sourcing consultation and higher-level support is available from 8:00 a.m. to 6:00 p.m. (EST and GMT), Monday through Friday during pre-scheduled meetings.

- c. Provide on-site support for any services not included in Section 9.a., if requested and at mutually agreeable times, on a time and materials basis subject to the terms and conditions of this Agreement.
- d. Make the website available 24/7, with no less than 99.5% application availability, excluding times for scheduled maintenance. Scheduled maintenance is to be performed only during off-peak hours and shall not exceed 24 hours in any given month. Failure on the part of Simfoni to meet the 99.5% application availability shall result in the fee refunds as set forth in Attachment C.

10. **Indemnification:**

- a. Simfoni warrants that it has full rights to grant use to Client to use all third-party software used within Simfoni Solutions.
- b. Simfoni shall indemnify, hold harmless and defend Client, its parents, subsidiaries, affiliates, officers, directors and employees, against any claims, liabilities, demands, causes of action, judgments, settlements and expenses arising out of or in connection with Simfoni's breach of the representations and warranties set forth in this Agreement.

11. **Warranties, Disclaimers and Exclusive Remedies for Breach of Warranty:** Simfoni warrants that its support and consulting services will be performed consistent with generally accepted industry standards. Simfoni does not warrant that the Software will meet Client's requirements, that the Software will operate in the manner that Client may select for use, that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. For any breach of the warranties above, Client's exclusive remedy, and Simfoni's entire liability, shall be: (a) for Software, the correction of Software errors that cause breach of the warranty, or if Simfoni is unable to make the Software operate as warranted, Client shall be entitled to recover the current year fees on a pro rata basis paid to Simfoni and (b) for services, the performance of the services, or if Simfoni is unable to perform the services as warranted, Client shall be entitled to recover the fees paid to Simfoni for the unsatisfactory services.
12. **Limitation of Liability:** To the maximum extent permitted under applicable laws, under no circumstances, except for fraud or willful misconduct, shall Simfoni and its directors, officers, employees, or agents be liable for any incidental, special or consequential damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use of or inability to use the Software or its Documentation, even if Simfoni has been advised of the possibility of such damages. In no event shall Simfoni's liability for actual damages to Client under any causes of action excluding fraud or willful misconduct exceed the amount paid by Client during the last year under this Agreement.
13. **Confidentiality:** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties agree to hold each other's Confidential Information in confidence. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- a. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
14. **General Provisions:**
- a. This Agreement may not be assigned or otherwise transferred by the Client, by operation of law or otherwise, without Simfoni's prior written consent.
- b. The laws of the State of New Jersey, United States shall govern this Agreement, and all matters arising out of or relating to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in New Jersey. If a state proceeding, in Morris County, NJ. If a federal proceeding, in federal court in Newark, NJ.
- c. Neither party shall be deemed to have breached this Agreement by reason of any delay or failure in its performance, arising from events beyond its control. Such events shall include

by way of example, but not limitation, acts of God, acts of war, riots, epidemics, fires, floods, earthquakes, or other disasters, or acts of government.

- d. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) to the address listed on the first page of the Agreement.
- e. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- f. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.
- h. Simfoni agrees that all data on the site is the property of Client and that Client has the right to download or remove such data from the website if this agreement is terminated. Simfoni agrees that the website will be available for such downloads for up to 90 days after termination.
- i. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

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In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it is legally free to enter into this Agreement.

Simfoni USA, Inc

BY: _____

NAME: Gregory Silich

TITLE: CFO

Union County Educational Services Commission

BY: _____

NAME: _____

TITLE: _____

Attachment A - Usage Fees
Software as a Service Agreement

Simfoni USA, Inc (Simfoni)

Union County Educational Services Commission (Client)

SOLUTION FEES				ANNUAL FEES	
<input checked="" type="checkbox"/> eSourcing (RFI, RFP, RFQ, Sealed Bids, Auctions)				\$22,000	
<input type="checkbox"/> Optimize				N/A	
<input type="checkbox"/> Optimize – Freight Optimization				N/A	
<input checked="" type="checkbox"/> Supplier				N/A	
<input type="checkbox"/> Pipeline and Savings Tracker free for year 1				N/A	
<input type="checkbox"/> Contracts				N/A	
<input type="checkbox"/> Workflow (Usage + Maintenance)				N/A	
<input type="checkbox"/> Managed Events				N/A	
USER FEES		USERS (a)			ANNUAL FEES
		Power Users	Key Users	Team Users	
<input checked="" type="checkbox"/> Power & Key Users		One (1)	One (1)	Unlimited	Included
TOTAL ON-GOING USAGE FEES					\$22,000
<input type="checkbox"/> Single Sign On (\$2,400 per year, if performed)					N/A
<input type="checkbox"/> Integration					N/A
<input type="checkbox"/> Additional Sourcing Support: Augment and streamline your sourcing velocity. 12 hours/month. Hours will be accumulated by quarter. At quarter end, unused hours will expire. Sourcing Support hours will be used to develop, run, manage, and host events. Hours will not be used for system support and customer service needs. These needs will be supported outside of Sourcing Support Hours.					N/A
<input type="checkbox"/> Other					N/A
TOTAL OTHER FEES					N/A
TOTAL ANNUAL FEES					\$22,000

(a) User Notes:

- a. See user definitions in section 1 above.
- b. Client can add or remove power and key users in writing (i.e. via email, etc.) and future billing will be adjusted accordingly. Additional users incur the following costs:
 - i. Each power user costs \$3,600 per year or pro-rata if added mid-year.
 - ii. Each key user costs \$1,700 per year or pro-rata if added mid-year.
(mid-year additions will be billed for the remainder of the year on a pro-rata basis in full)
- c. Client shall have the right to replace any power user with another person, for any reason, so long as any new training, including full project support provided by Simfoni, is paid for at the hourly billing rates in effect when the training is performed capped at 16 hours.

- d. Client cannot convert a power user, that has previously received Full Project Support, to a key user without the prior written approval from Simfoni, such approval shall not be unreasonably delayed.

Attachment B – Implementation Services
Software as a Service Agreement

Simfoni USA, Inc (Simfoni)

Union County Educational Services Commission (Client)

Implementation Fees & Activities:

Item	Dollar Amount	Invoicing Details
System setup & Full Project Support Training (detailed below)	Waived	Waived (referral from MOESC)
Total Estimated Implementation Fees	\$0	

IMPLEMENTATION	
Description	Fee
SYSTEM SETUP	
<ul style="list-style-type: none">• Site - Create Client branded Simfoni website on a third party hosted server (English language)	Included in solution Usage Fee
<ul style="list-style-type: none">• Internal Communication – Provide suggested wording for a formal communication to introduce all internal personnel to the newly acquired solutions from Simfoni, the associated benefits, the contracted users, and how the organization can access the solution.	
<ul style="list-style-type: none">• Users - Load Master Admin, Power & Key Users	
<ul style="list-style-type: none">• Initialize tables - Load tables (client provides data in formatted Excel files provided by Simfoni)<ul style="list-style-type: none">○ Categorization Levels○ Supplier Tags○ Project Tags	
<ul style="list-style-type: none">• Training (Master Admin) - One (1) Master Admin training session for up to two (2) hours to initialize system settings	
<ul style="list-style-type: none">• Data Cleansing – Time required to cleanse/manipulate client supplied table data before loading into the system	\$195 / hour
IMPLEMENTATION (eSOURCING)	
<ul style="list-style-type: none">• Template Creation (RFP/Q) – Create three (3) Customer templates based on template data provided by Customer	Included
<ul style="list-style-type: none">• Additional Templates	\$195 / hour

<ul style="list-style-type: none"> • Template Creation (RFI) - Create three (3) Customer templates based on template data provided by Customer • Additional Templates 	<p>Included</p> <p>\$195 / hour</p>
TRAINING & SUPPORT (eSOURCING)	
<ul style="list-style-type: none"> • Intro Demo - Provide one (1) demo, approximately one (1) hour in length of the Simfoni solution to demonstrate general system functionality. 	<p>Included in solution Usage Fee</p>
<ul style="list-style-type: none"> • Full Project Training (Power Users) – One (1) Power User to receive one-on-one project training for three (3) projects per Power User. This is training from step 1 to project completion typically conducted over several weeks as project steps are performed by the Client user. <p>For Full Project Training, Simfoni has estimated four hours of time per project (four hours for Simfoni). Therefore, with three projects, Client has an estimated 12 hours of project training available to use. Once these hours are consumed, Power Users can continue to contact support or their dedicated account manager for targeted support.</p>	
<ul style="list-style-type: none"> • Optional: Additional Training or Services – Training or consulting performed over and above what is included in the Agreement, including Key User training (after full project training is complete). This may include, but is not limited to, time if Simfoni personnel are needed to enter data into the software on behalf of Client due to time constraints controlled by Client. • Optional: Sourcing Support – 12 hours/month. Hours will be accumulated by quarter. At quarter end, unused hours will expire. Sourcing Support hours will be used to develop, run, manage, and host events. Hours will not be used for system support and customer service needs. These needs will be supported outside of Sourcing Support Hours. 	<p>\$275 / hour</p> <p>\$10,000 per year</p>
IMPLEMENTATION (eSUPPLIER)	
<ul style="list-style-type: none"> • Intro Demo - Provide one (1) demo, approximately one (1) hour in length of eSupplier Solution to demonstrate general system functionality. 	<p>Included</p>
<ul style="list-style-type: none"> • Training – The manager of the Supplier Registration and Profile process will receive one-on-one training to setup both the Registration questions and the Profile questions / tags. 	

The implementation fees and related scope have been diligently estimated between the parties. If either party determines that the scope and therefore, the related fees, are significantly overstated or understated, the parties agree to negotiate in good faith to develop a fair and equitable solution. Simfoni agrees that it will only charge for implementation hours incurred, using the rates above, which means that the implementation fees could be significantly less than estimated. The Client agrees that the implementation fees could increase if the parties determine that the originally estimated scope was underestimated.

Attachment C
Software as a Service Agreement

Simfoni USA, Inc (Simfoni)

Union County Educational Services Commission (Client)

Priority Level	General Definition
P1	Software is unavailable
P2	A component of the Software is not performing, creating a significant operational impact
P3	A component of the Software is not performing according to the Documentation; unexpected results; problem that can be circumvented; moderate or minor operational impact
P4	Usage questions; clarification of documentation, suggestions; requests for new product features and enhancements

Priority Level	Initial Response by phone or E-mail	Resolution Time
P1	Within 1 hour	Within 4 hours unless a disaster has occurred. Resolution is 24 hours if a disaster has occurred.
P2	Within 2 hours	Within 8 hours
P3	Within 2 days	Within 4 days
P4	Within 4 days	- Usage questions and clarification of documentation within 4 days - Requests for features and enhancements as allowed by Simfoni's software upgrade schedule

Simfoni agrees that it will refund an amount that is four times the pro-rata share of the Usage Fee in effect if the software is unavailable or un-useable for each hour beyond the resolution times above.