

## **GENESIS EDUCATIONAL SERVICES, INC.**

### **PRODUCT AND SERVICES AGREEMENT**

#### *Randolph Township New Jersey School District*

- 1) The Genesis Student Information System Software Program provided by Genesis Educational Services will consist of software applications hereafter referred to as the Student Information System (SIS). SIS is a modular suite of software developed for the purpose of administering student records for K-12 school districts. The software package includes the following:
  - a) Student Scheduling
  - b) Student Attendance
  - c) Grade Reporting
  - d) Student Discipline
  - e) Transcripts
  - f) Academic History
  - g) Grade Book
  - h) Parents Module
  - i) Health / Nurses Module
- 2) Genesis SIS Maintenance provided by Genesis Educational Services will consist of updates to and modifications of the SIS suite of software. (Updates/modifications will be supplied, as they become available.)
- 3) Genesis SIS Support provided by Genesis Educational Services will consist of application support for the SIS software. Technical assistance will be provided during normal business hours via telephone. On-site support will be provided upon request of the customer at our then current system services rates.
- 4) IMPLEMENTATION – Genesis will provide initial software implementation on the mutually agreed upon hardware configuration. All future implementation on upgraded or expanded hardware configurations and/or infrastructure modifications will be provided upon request of the customer at our then current system services rates.
- 5) ON-GOING SUPPORT – Genesis will provide on-going support for the Genesis SIS system. Licensee agrees not to modify or alter the Genesis SIS software or copy any part of the Genesis SIS software without prior written agreement from a corporate officer of Genesis, which shall not be unreasonably withheld.
- 6) ENHANCEMENTS – Licensee will receive from Genesis all enhancements and software revisions that are made available from Genesis, Inc. as part of the annual maintenance plan.
- 7) INFRASTRUCTURE – Licensee agrees to provide all computers, servers, and networking infrastructure to allow the Genesis software products to be used successfully.
- 8) SUPPORT – Genesis will provide annual support services for the term of our Annual Maintenance Agreement. The annual maintenance term is July 1 through June 30, corresponding to the school year in which Genesis SIS is being used.

Genesis Educational Services, Inc.  
300 Buckelew Avenue \* Suite 207  
Jamesburg, New Jersey 08831  
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- 9) PURCHASE FEE - The purchase fee to Randolph Board of Education will be \$75,000 with an annual maintenance fee of \$11,250 due after year one and renewable on an annual basis thereafter. This fee will include the following:
- All Modules as indicated in section one (1) of this agreement
  - Installation and training (train the trainer for Gradebook)
  - Data Conversion (Randolph to provide excel spreadsheet with data to be converted)
  - Customized report cards
  - Maintenance year one
- 10) ANNUAL MAINTENANCE PLAN – Genesis agrees to provide a standard (7:30 am to 4:30 pm – Monday through Friday) support on all Genesis SIS modules with annual renewals.
- 11) MAINTENANCE FEE – The fee for maintenance is payable to Genesis within forty-five (45) days of receipt of maintenance invoice by Licensee.
- 12) EXCLUSIVE TRADEMARK LICENSE – Genesis is the owner of all right, title and interest in and to various copyrights whether registered or not, including but not limited to, the copyrights associated with the software “Genesis Student Information Systems” and any source code included therein. Genesis retains all other rights in the copyrighted work.
- 13) Genesis is the owner of all right, title and interest in and to various trademarks whether registered or not, including but not limited to the trademarks “Genesis Educational Services” and “Genesis Student Information Systems”.

AGREED

  
Frederick Smith

Partner

Genesis Educational Services, Inc.

AGREED \_\_\_\_\_

DATE: \_\_\_\_\_

7/1/2010

DATE: \_\_\_\_\_

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