

## WORKPLACE ANSWERS LICENSE AND SERVICES AGREEMENT

This License Agreement ("*Agreement*") is entered into as of May 01, 2016 ("*Effective Date*") between Workplace Answers, LLC ("*WPA*"), a New Jersey limited liability company having its principal place of business at 4030 W. Braker Lane, Suite 250, Austin, Texas, 78759, and Partnership to Advance Collaboration and Efficiency (PACE), ("*Licensee*"), having its principal place of business at 15 Court Square, Suite 1100, Boston, MA, 02108. The parties agree as follows:

A. **License Grant and Fees.** WPA grants to the Licensee a non-exclusive, non-sublicenseable, non-transferable license for use of the following Training Courses, Licensed Applications and Services ("*License*"):

Description	License Term		Type	License Qty.	License Price	License Fees
	Start	End				
<b>Training Courses</b>						
ClasCo: Classic Course Delivery System	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
FullHiEd: Full Higher Education Library for Faculty, Staff, and Students	05/01/2016	04/30/2019	Subscription	3	\$35,604.57	\$106,813.71
GTDSR: Group Training Deployment - Single Rollout (Included).	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
Graphical Modifications to Courseware (\$250 per page) outside of standard personalizations	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
Modifications to Courseware (\$50 per page) outside of standard personalizations	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
SL8GTAI: SLATE® LMS Seat - Group Training Administrators	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
Optional Engineering Services; Data Exchanges, SSO, Login Portals, SCORMing, etc (\$500 to \$1,500 depending on complexity of project and selection of service)	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00
SL8LE: SLATE® LMS - Lite Edition	05/01/2016	04/30/2019	Subscription	1	\$0.00	\$0.00

**Total Product and Service Fees: \$106,813.71**

The Licensee agrees to pay the Total Fee of \$106,813.71. The annual invoicing will be \$35,604.57. The payments are due within thirty (30) days of the invoices. The Fees are based upon a number of 9543 Licensee employees 57,377 students who will have access to or use of the Training Courses or Licensed Applications during the Term. This Agreement allows other PACE institutions to join at any time during the Agreement period up to a maximum of 21,000 Licensee employees and 110,000 students. Licensee shall be responsible for all taxes and duties of any kind associated with this Agreement, except for taxes based on Workplace Answers' net income.

B. **Term.** This Agreement commences on the Effective Date and continues for a period of 36 month(s), unless terminated earlier by either party ("*Term*"). Unused Licenses, if any, will expire at the end of the License Term and therefore no longer be available for use by the Licensee. The Agreement shall automatically renew for an additional period equal to the Term of this agreement unless terminated earlier in writing by either party.

C. **Terms and Conditions** Licensee expressly acknowledges and agrees that the Training Courses are solely a learning tool and do not constitute legal advice. WPA is the sole owner of, or has the rights to, all invention rights, copyrights, trademarks, concepts and trade secrets in and to the Training Courses, LMS and materials, as well as any modification, amendment, translation, variation or adaptation thereof or any work derived from the Training Courses or any work that constitutes a derivative work of the Training Courses, as defined under United States copyright laws. WPA disclaims, to the maximum extent permitted by law, all warranties of any kind, whether express, implied or statutory, arising by law or otherwise, with respect to the Training Courses and any other items or services furnished under this Agreement. In no event shall WPA's total aggregate liability for any and all claims that arise out of or relate to this Agreement or the subject matter hereof exceed the total amounts paid by Licensee to WPA under this Agreement during the twelve (12) month period immediately prior to the event giving rise to any such claim. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and other expenses incurred in connection with the litigation from the non-prevailing party. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement may be assigned by WPA without the prior consent of Licensee. Licensee grants WPA permission to publicize our relationship and use the Licensee's name and logo to identify Licensee as a WPA customer. The parties' respective rights and obligations under this Section (Section C) shall survive expiration or termination of this Agreement.

Workplace Answers, LLC

By: *RM*

Printed Name: Russell Miller

Title: VP Finance

Date: May 5, 2016

Licensee:

By: *J.Silva*

Printed Name: Judith Silva

Title: Executive Director, PACE

Date: May 5, 2016

**Billing Information:**

Billing Contact: Judith Silva

Billing Email: silva.ju@PACE.MA.GOV