MAXIMUS

TIENET® SOFTWARE MAINTENANCE AGREEMENT

This TIENET® Software Maintenance Agreement ("Maintenance Agreement") is made and entered into between MAXIMUS K-12 Education, Inc. ("MAXIMUS"), a Virginia corporation, with its principal offices at 1891 Metro Center Drive, Reston, Virginia 20190 on April 8, 2015, and the Black Horse Pike Regional School District("Licensee"), with its principal offices at 580 Erial Road, Blackwood, New Jersey 08012 MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party". In reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. **Introduction.**

    1.1. MAXIMUS and Licensee have entered into that certain TIENET® Software License Agreement of even date herewith (the "License Agreement") pursuant to which MAXIMUS has granted to Licensee a license to use specified components of MAXIMUS's proprietary TIENET software.

    1.2. Licensee desires to obtain from MAXIMUS, and MAXIMUS is willing to provide to Licensee, specified maintenance services for such software on the terms and conditions specified in this Maintenance Agreement.

2. **Definitions.** All capitalized terms used in this Maintenance Agreement, unless otherwise defined herein, shall have the definitions given in the License Agreement.

    2.1. "Change Request" means any services other than Support Services and Updates.

    2.2. "Change Request Authorization" has the meaning given in Section 4.3.a or 4.3.b, as applicable.

    2.3. "Change Request Form" has the meaning given in Section 4.1.

    2.4. "Designated Contact" means any one of three (3) persons that Licensee is entitled to designate in writing to MAXIMUS, which persons are authorized to contact MAXIMUS with requests for Support Services.

    2.5. "Error" means any reproducible failure by the TIENET Software to operate substantially in accordance with the Documentation which directly causes a negative effect on the use of the TIENET Software.

    2.6. "Initial Maintenance Period" means the thirty-six (36) consecutive month period beginning on the date first written above.

    2.7. "Level 1 Support" means responses to End-User process-based questions as well as End-User password resets and questions regarding the operation of the TIENET Software that can be answered by reference to the Documentation.

    2.8. "Level 2 Support" means support via the MAXIMUS help desk. Access to the Level 2 Support shall be provided via e-mail, TIENET System link or telephone. Level 2 Support issues shall consist of corrections to Licensee accepted configurations which may include changes to calculations within the TIENET System, adding fields to tables, changes to the forms and layout of the forms via html programming changes, and any escalations required by the Licensee Level 1 Support as well as responses to questions about the operation of the TIENET Software that cannot be answered by reference to the Documentation.

    2.9. "Level 3 Support" means issues identified by the Level 2 Support team and escalated to the MAXIMUS Level 3 Support team for resolution. Issues that require Level 3 Support shall consist of correcting software errors or changes that are required to be made to the core software code for resolution.

    2.10. "Maintenance Services" means Support Services and Updates.

    2.11. "Maintenance Term" means the period beginning on the date first written above and ending upon expiration of the last Renewal Maintenance Period or any earlier date on which this Agreement is terminated in accordance with Section 7.2.

2.12. "Per Student Fee" means the fee used to calculate the cost of Maintenance Services as set out in Addendum 1.

2.13. "Notices" has the meaning given in Section 9.8.

2.14. "Renewal Maintenance Period" means the twelve (12) consecutive month period beginning on beginning on the day after the Initial Maintenance Period ends and any anniversary of the day after the Initial Maintenance Period ends unless this Agreement is terminated in accordance with Section 7.2.

2.15. "Support Hours" means 8:00 AM to 6:00 PM, Eastern Time, Monday through Friday (excluding MAXIMUS holidays).

2.16. "Support Services" means Level 2 Support and Level 3 Support. On-site systems support, system rewrites, consulting and training other than the training included in the fee set out in the Implementation Agreement are not included in the standard maintenance services covered by this Maintenance Agreement. Services for an additional fee may be provided as mutually agreed by the parties. This Maintenance Agreement does not cover problems outside of the TIENET System.

2.17. "TIENET Website" means a MAXIMUS website that Licensee is authorized to access only for purposes of obtaining Updates and/or new features. Licensee specific data is not accessible on the TIENET Website. All references to "TIENET Website" contained in this Implementation Agreement shall be in accordance with this definition and nothing contained in this Maintenance Agreement pertaining to the TIENET Website shall expand this definition.

2.18. "Update" means a minor code improvement, addition or revision to the TIENET Software and/or Documentation that MAXIMUS provides without charge to its licensees that have in effect at the time an Update becomes available a TIENET Software Maintenance Agreement or a TIENET Software Hosting Agreement. An Update is typically identified by a change in the digit(s) to the right of the decimal point of the TIENET Software version number (i.e. – version 10.01, 10.02, or 10.03).

3. Maintenance Services.

3.1. <u>Maintenance Services Order.</u> Licensee may order Maintenance Services for any of the TIENET Software modules from MAXIMUS by signing and delivering an order (a "Maintenance Services Order") specifying the TIENET Software modules and containing the information specified in Addendum 1 (Maintenance Services Order) at the time Licensee delivers a signed Software Order to MAXIMUS in accordance with the License Agreement. Licensee shall be entitled to submit a purchase order with its Maintenance Services Order, but no legal terms in a Licensee purchase order shall amend or supplement the terms of this Maintenance Agreement. No Maintenance Services shall be rendered without receipt by MAXIMUS of a purchase order executed by Licensee.

3.2. <u>Acceptance; Rejection.</u> MAXIMUS may at its discretion reject any Maintenance Services Order that does not include the information specified in Addendum 1 (Maintenance Services Order). Written acceptance by MAXIMUS of a Maintenance Services Order submitted by Licensee shall create a separate contract which shall be subject to the terms and conditions of this Maintenance Agreement as well as any additional provisions that may be set forth in the Maintenance Services Order in the form accepted by MAXIMUS.

3.3. <u>Obligation.</u> Upon written acceptance of a Maintenance Services Order by MAXIMUS, MAXIMUS shall provide Maintenance Services to Licensee during the Maintenance Term and conditioned on Licensee's payment of Maintenance Fees in accordance with Section 5.

3.4. <u>Support Services.</u> MAXIMUS shall provide Support Services to Licensee during Support Hours. MAXIMUS provides Level 2 Support only to Designated Contacts and Level 3 support solely as determined by MAXIMUS to be necessary. MAXIMUS has no obligation to provide (a) Support Services to any Licensee personnel other than Designated Contactor (b) Level 1 Support to Licensee. Licensee shall be solely responsible for Level 1 Support.

3.5. <u>Support Services Requests.</u> Designated Contacts may request Support Services during Support Hours (a) by telephone at the toll-free Support Services telephone number (1-888-205-1080), or (b) by email at tienetsupport@maximus.com, or (c) at the TIENET Website, which contains answers to frequently asked questions and a customer support question submission form. MAXIMUS generally responds to e-mail submissions within twenty-four (24) to forty-eight (48) hours (excluding any time for non-business days) after the receipt of the request; resolution of the issue raised my take longer than the twenty-four (24) to forty-eight (48) hour period. Notwithstanding anything to the contrary, MAXIMUS

provides no warranty as to the timeliness of any responses and any responses in excess of such period shall not constitute a breach by MAXIMUS hereunder.

3.6. Error Reports. Licensee shall notify MAXIMUS of any suspected Error immediately (and in no event later than three (3) days after first becoming aware of such suspected Error). Licensee shall provide a written description of the suspected Error and related configuration information. Upon verification of a suspected Error by MAXIMUS, MAXIMUS shall use reasonable efforts to resolve the Error, without charge to Licensee, by providing a configuration correction, patch or other software code correction or a reasonable workaround procedure.

3.7. Remote Access. MAXIMUS is able to remotely access the TIENET Software in Licensee's processing environment to provide requested Support Services. Unless stated otherwise at the beginning of a remote access session, Licensee hereby consents to access by MAXIMUS to the TIENET Software (and data or logs therein and thereof) in Licensee's processing environment in order to enable MAXIMUS to provide Support Services, and Licensee hereby waives any claims or causes of action against MAXIMUS related to or arising in any manner from such remote access. Licensee further agrees to indemnify MAXIMUS and hold it harmless from and against any and all claims or causes of actions brought arising from or related to such remote access.

3.8. Updates.

3.8.1. For Licensees who self-host the TIENET Software, MAXIMUS, at its sole discretion, may develop or create Updates, and when (and if) an Update becomes available during the Maintenance Term, MAXIMUS will make such Update available to Licensee free of charge. Updates will be posted on the TIENET Website. MAXIMUS may, in its sole discretion, directly notify Licensee of the availability of an Update, and any such notification may include, at MAXIMUS' sole option, a detailed list of the issues an Update addresses and procedures for obtaining and installing the Update. Each Update is subject to the terms and conditions of the License Agreement, this Maintenance Agreement and any applicable Software Order(s). In the event Licensee fails to accept Updates at the time they are made available to Licensee, any additional Configuration required as a result of such delayed acceptance of an Update shall be performed on a time and materials basis at MAXIMUS's then existing rates.

4. Change Request.

4.1. Change Request Form. Licensee may request Change Request services by completing the form attached hereto as Addendum 2 (the "Change Request Form") and submitting it to MAXIMUS.

4.2. Fees and Charges. MAXIMUS shall advise Licensee in writing, within a reasonable time after receiving a completed Change Request Form, of the proposed fees and charges for performance of the requested Change Request services.

4.3. Licensee Response. Licensee shall either:

4.3.1. authorize the requested Change Request services at the fees and charges quoted by MAXIMUS in writing, which when countersigned by MAXIMUS, shall be an "Approval of Change;" or

4.3.2. seek mutual agreement with MAXIMUS on modifications to the requested optional services and upon reaching any such agreement authorize MAXIMUS to perform the requested optional services as so modified by signing a written authorization which, when countersigned by MAXIMUS, shall be an "Approval of Change;" or

4.3.3. withdraw the Change Request Form.

4.4. Performance. MAXIMUS shall not provide any optional services except to the extent specified in an Approval of Change and receipt by MAXIMUS of a purchase order executed by Licensee. The Parties shall complete their respective obligations set forth in each Approval of Change in accordance with the terms set forth therein and the terms of this Maintenance Agreement.

5. Fees; Taxes.

5.1. Maintenance Fees. MAXIMUS will provide Maintenance Services to Licensee without charge during the Initial Maintenance Period. For each Renewal Maintenance Period, Licensee shall pay to MAXIMUS the fee for Maintenance Services specified in the Maintenance Services Order, as such fee may be increased in proportion to any increase in the actual number of students for whom active files are maintained by the TIENET Software on the date

that such fee is due and payable over the number of students on which the fee for the Maintenance Services for the preceding maintenance period was based. MAXIMUS may increase its maintenance fees from time to time but no more than one time per year.

5.2. Change Order Charges. Licensee shall pay the charges for services requested under a change order and in accordance with the payment schedule, set forth in the applicable Approval of Change.

5.3. Payment Terms.

5.3.1. Fees described in Section 5.1 for each Renewal Maintenance Period are due not later that the first day of such Renewal Maintenance Period.

5.3.2. Unless otherwise agreed to in a Change Request Approval of Change, charges for services under a Change Request are due within thirty (30) days after the date of the MAXIMUS invoice.

5.3.3. In the event of late payment, MAXIMUS reserves the right to suspend the provision of Maintenance Services and/or Change Request services. Payments not made when due in accordance with this Section 5 shall be subject to interest of the lesser of (a) one percent (1%) per month, or twelve percent (12%) per year, of the overdue amount or (b) the maximum rate permitted under applicable law.

5.3.4. In the event of termination of this Maintenance Agreement for any reason during the Initial Maintenance Period, Licensee shall be responsible for payment of the fee for Maintenance Service specified in the Maintenance Services Order for the entire three-year Initial Maintenance Period.

5.4. Taxes. Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and if applicable, levies on imports or exports relating to, or under, this Maintenance Agreement (exclusive of taxes based on MAXIMUS net income), unless Licensee is exempt from the payment of such taxes and provides MAXIMUS with evidence of such exemption. All amounts specified in the Statement of Work and any Optional Services Authorization are in U.S. dollars and payable in U.S. dollars.

6. **Ownership; Confidential Information; Licensee Property**

6.1. MAXIMUS Property. MAXIMUS or its suppliers, as applicable, retain ownership, subject to the rights granted to Licensee in the License Agreement, of the TIENET Software, the Documentation, all other materials provided by MAXIMUS hereunder, and all right, title and interest therein, including, without limitation, all patents, copyrights, trade secrets, trademarks and other proprietary rights. Licensee acknowledges and agrees that: (a) it is acquiring only a limited right to use certain copies of the TIENET Software in accordance with the License Agreement; (b) it will not claim or assert any right or title to any such materials or attempt to transfer any title to any third parties; and (c) it will not remove, alter or destroy any proprietary, trademark, patent or copyright markings placed upon or contained within the TIENET Software, the Documentation, or any related materials.

6.2. Confidential Information. "Confidential Information" means this Maintenance Agreement and its Addenda, Optional Services Authorizations, all TIENET Software, Documentation, information models, logic diagrams, data, drawings, benchmark tests, specifications and source code for the TIENET Software, or any adaptations of the foregoing, all knowledge and know-how inherent in the TIENET Software as well as all knowledge and know-how that is applied to the configuration of the TIENET Software and any other proprietary information supplied to Licensee by MAXIMUS hereunder.

6.3. Licensee Obligations. Licensee acknowledges that the Confidential Information constitutes valuable trade secrets and Licensee agrees that it shall use the Confidential Information solely in accordance with the provisions of this Maintenance Agreement and will not disclose the Confidential Information, directly or indirectly, to any third party without the prior written consent of MAXIMUS. Licensee agrees to exercise a high standard of care in protecting the Confidential Information from unauthorized use and disclosure. Without limiting the foregoing, Licensee shall adopt whatever measures may be required to limit access to the Confidential Information to those of its employees that are subject to non-disclosure obligations and who require such access in order to use the TIENET Software in a manner consistent with this Maintenance Agreement. However, Licensee bears no responsibility for safeguarding information that is publicly available, already in Licensee's possession and not subject to a confidentiality obligation, obtained by Licensee from third parties without restrictions on disclosure, independently developed by Licensee without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity.

6.4. <u>Licensee Property</u>. MAXIMUS acknowledges that in the course of its performance of this Maintenance Agreement, it may become privy to certain information that Licensee deems as proprietary and confidential. MAXIMUS agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without Licensee's prior written consent, except that MAXIMUS may disclose such information to its contractors or agents who require such information in order to enable MAXIMUS to fulfill its obligations under this Maintenance Agreement and who are subject to non-disclosure obligations consistent with those defined in this Section. However, MAXIMUS bears no responsibility for safeguarding information that is publicly available, already in the possession of MAXIMUS and not subject to a confidentiality obligation, obtained by MAXIMUS from third parties without restrictions on disclosure, independently developed by MAXIMUS without reference to such information, or required to be disclosed by order of a court or other governmental entity.

6.5. <u>Injunctive Relief</u>. In the event of any breach of Section 6.3 or 6.4, each Party acknowledges that the non-breaching Party would suffer irreparable harm for which such Party would have no adequate remedy at law, since the harm caused by such breach could not easily be measured and compensated for in the form of damages. The Parties therefore agree and stipulate that they shall be entitled to such injunctive relief in connection with any such breach without posting a bond or other security; provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in the amount of $1,000 shall be sufficient.

7. Term Renewal; Termination

7.1. <u>Term Renewal</u>. The Maintenance Term shall automatically renew for an additional one (1) year Renewal Maintenance Period upon the expiration of the Initial Maintenance Period and each Renewal Maintenance Period unless either Party provides the other Party written notice of its intent not to renew at least ninety (90) days prior to the expiration of then-current maintenance period, in which event this Maintenance Agreement shall expire at the end of the then-current maintenance period.

7.2. <u>Termination</u>. Either Party may terminate this Maintenance Agreement if the other Party has materially breached any of its obligations under this Maintenance Agreement and has failed to correct such breach within a thirty (30) day period after receipt of written notice thereof, provided that MAXIMUS shall have the right to terminate this Maintenance Agreement immediately upon written notice in the event Licensee breaches, or threatens to breach, any of the obligations under Section 6.

7.3. <u>Effect of Termination</u>. Sections 6, 8 and 9.3 shall survive the expiration or termination of this Maintenance Agreement for any reason.

7.4. <u>Termination if Hosted by MAXIMUS</u>. In the event that MAXIMUS hosts the TIENET Software for Licensee, failure to pay the fees due hereunder shall result in the termination of this Maintenance Agreement as well as the License Agreement and Licensee's rights to the TIENET Software shall be terminated.

7.5. <u>Termination if Self-Hosted by Licensee</u>. Subject to clause 5.3.4, in the event Licensee is self-hosting the TIENET Software, failure to pay the annual fee constitutes cancellation of the Maintenance Agreement by the Licensee but not the revocation of Software License. Reinstatement of Maintenance requires payment for the current and lapsed maintenance period(s) at the rates charged by MAXIMUS at the time of reinstatement

8. Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MAXIMUS AND ITS SUPPLIERS, SUBCONTRACTORS AND REPRESENTATIVES TO LICENSEE ARISING OUT OF OR RELATED TO THIS MAINTENANCE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO MAXIMUS IN ACCORDANCE WITH SECTION 5 OF THIS AGREEMENT, DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. IN NO EVENT SHALL MAXIMUS OR ANY OF ITS SUPPLIERS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE TO LICENSEE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR RELIANCE DAMAGES, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, LOSS OF USE, AND/OR BUSINESS INTERRUPTION, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT MAXIMUS OR ANY OF ITS SUPPLIERS, SUBCONTRACTORS OR REPRESENTATIVES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK SET FORTH IN THIS SECTION.

9. **General**

9.1. Amendment. No amendment or modification of this Maintenance Agreement will be valid or binding upon the Parties unless made in writing and signed by the duly authorized representatives of both Parties.

9.2. Relationship of the Parties. The relationship of the Parties hereunder is that of independent contractors, and this Maintenance Agreement will not be construed to imply that either Party is the agent, employee, or joint venture partner of the other.

9.3. Governing Law; Jurisdiction and Venue. This Maintenance Agreement will be governed by the laws of New Jersey, without regard to its conflict of laws principles. The state and federal courts in New Jersey shall have exclusive jurisdiction to adjudicate any disputes between the Parties, and each Party hereby consents to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in New Jersey. The Parties waive all rights to object to venue in said courts.

9.4. Severability. In the event that any provision of this Maintenance Agreement is held to be invalid, illegal or unenforceable for any reason, this Maintenance Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Maintenance Agreement will be interpreted to reflect the original intent of the Parties insofar as possible.

9.5. Assignment. This Maintenance Agreement is personal in nature, and as a result, Licensee may not assign, sublicense, subcontract or delegate (each, an "Assignment") this Maintenance Agreement or any of the rights or obligations described hereunder (by operation of law or otherwise) to any third party other than a third party to which MAXIMUS has given its written approval for Assignment of the License Agreement. Any prohibited Assignment will be null and void. Subject to the foregoing, this Maintenance Agreement will be binding upon and will inure to the benefit of the Parties' permitted successors and/or assignees. For purposes of this Section 9.5, any corporate reorganization, including but not limited to a merger, consolidation or acquisition shall be deemed an Assignment. MAXIMUS may assign this Implementation Agreement, in whole or in part, to a subsidiary, affiliate, or parent organization without the prior written consent of Licensee.

9.6. Waiver. Waiver by either Party of a breach of any provision of this License Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

9.7. Force Majeure. Except for the payment of fees hereunder, nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, labor disputes, fire, flood, earthquake, governmental acts, orders or restrictions or any other reason when failure to perform is beyond the reasonable control of the nonperforming Party.

9.8. Notices. All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Maintenance Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

MAXIMUS K-12 Education, Inc.
Phyllis Fish, Vice President
MAXIMUS K-12 Education
145 Wyckoff Road, Suite 105
Eatontown, NJ 07724
Phone: 713-303-4629

Copy to:
Bruce Perkins
Deputy General Counsel
MAXIMUS
4000 South IH 35
Austin, TX 78704
Phone: 512-533-2917

Licensee: Black Horse Pike Regional School District

Address: 580 Erial Road
Address: Blackwood, New Jersey 08012
Attn: David C. Cappuccio, Jr., Director of Special Education
and Policy
Phone: 856-227-4106
Fax:

9.9. Compliance with Laws. Each Party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Maintenance Agreement.

9.10. Entire Agreement. This Maintenance Agreement (including attached Addenda 1 and 2 and any Maintenance Services Order accepted by MAXIMUS) is the complete agreement between the Parties with respect to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the Parties hereto pertaining to the subject matter hereof, including without limitation any MAXIMUS proposal and any documentation related thereto including the specification, and the terms and conditions appearing on any purchase order or other business form that Licensee may use. The Parties acknowledge and agree any other agreements that MAXIMUS and Licensee may enter into in connection with the TIENET Software are separate agreements, each of which is applicable to different subject matter, regardless of whether any such agreements may be referenced in this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties have caused this Maintenance Agreement to be executed by their duly authorized representatives.

MAXIMUS K-12 Education, Inc.

By: _____

Name: Dyan H. Blomberg

Title: Contracts Director

Date: _____

Licensee: Black Horse Pike Regional School District

By: _____

Name: _____

Title: _____

Date: _____

MAINTENANCE SERVICES ORDER

Under MAXIMUS TIENET® Maintenance Agreement

Licensee: Special Education Case Management Software
Maintenance Services Order Date: April 8, 2015

Licensee hereby submits this order for Maintenance Services under the MAXIMUS TIENET® Maintenance Agreement (the "Maintenance Agreement") between **MAXIMUS K-12 Education, Inc.** ("MAXIMUS") and Licensee. The terms and conditions of the Maintenance Agreement are incorporated herein by reference.

1. TIENET Software Components.

Special Education Case Management Software –three-year initial term

2. Maintenance Fee.

2.1. Maintenance and Support fee:

2.1.1. The maintenance fee for the first year of the License Agreement is included in the License Fee (as defined in the License Agreement).

2.1.2. The maintenance fee commences on the anniversary of the Effective Date as defined in the License Agreement and shall be paid annually thereafter. The maintenance fee shall be based upon the number of students processed in the TIENET Software multiplied by $10.00(the "Per Pupil Fee").

2.1.3. The number of student will be determined by an audit of the TIENET Software, determining an unduplicated number of students with records in the TIENET Software within a one year period, that is, if a student has more than one record, that student shall be counted once. This number will be determined approximately 90 days before each anniversary of the Effective Date. Sixty days prior to each anniversary of the Effective Date MAXIMUS shall submit a notice to Licensee indicating the cost of the maintenance fee for the following year.

2.1.4. The Per Pupil Fee shall be increased by annual average CPI calculated on an annual basis on the anniversary of the Effective Date.

2.1.5. In the event of termination of this Maintenance Agreement for any reason during the Initial Maintenance Period, Licensee shall be responsible for payment of the fee for Maintenance Service specified in the Maintenance Services Order for the entire three-year Initial Maintenance Period.

TIENET CHANGE REQUEST FORM

MAXIMUS

ADDENDUM 2

CHANGE REQUEST FORM

This Change Request Form ("CR") is not valid or binding unless and until signed by authorized personnel of both Parties. In no event shall MAXIMUS be obligated to perform any services or complete any deliverables set forth herein until and unless both this CR is duly executed and Licensee provides MAXIMUS with an executed Purchase Order ("P.O.") in an amount equal to the additional fees provided for hereunder provided, however, that in the case of a "no-cost" CR, a P.O. shall not be required; provided, however that legal terms that are included on a P.O shall not modify or supplement this CR or any other agreement between MAXIMUS and Licensee.

Section 1: General Information

Licensee Name

Licensee Project Manager	Phone	Cell Phone	Email	Fax
	(000) 000-0000	(000) 000-0000		(000) 000-0000
MAXIMUS Project Manager	Phone	Cell Phone	Email	Fax
	(000) 000-0000	(000) 000-0000		(000) 000-0000

Section 2: Change Request Definition

District System ID (if requested)Reference Number (A unique ID that is meaningful to Licensee)	Date Requested

Name of Change	Mock up Attached?
	☐Yes ☐No If no, explain why:
Detailed Description of Change (the "CR Work")	

Section 3: Impact Analysis

To be completed by MAXIMUS

Check all that apply:	Date Reviewed	Change Request ID
☐ State Change		
If a state model change, please reference the specific law / regulation that support this change.	**Time to Review (PM)**	**Time to Review (Support)**
☐ Custom Change	**Estimated Date of Completion** *Please note MAXIMUS will not begin work until a P.O. is received.*	
		weeks from the receipt of P.O. (or signature if no cost)
	Cost to Licensee For This Change Request *Pricing is valid for 30 days from the date reviewed*	
	$	

Description of Impact

MAXIMUS Approval

To be executed by authorized MAXIMUS signatory to approve Definition and Impact Analysis and authorize completing the work for the price stated above once duly executed by the Licensee.

Authorized Signature	Date Signed
Print Name	
Title	

Section 4: Licensee Approval of Change

*To be signed by Licensee **after** MAXIMUS completes Impact Analysis. If a signed CR and, if applicable, an executed Purchase Order is not received within 30 days of the date the Impact Analysis is provided to Client, the CR will be canceled.*

Once this Section 4 is executed by Licensee (and, if applicable, an executed Purchase Order is provided to MAXIMUS), MAXIMUS will begin the CR Work. Upon completion of the CR Work, Licensee shall have ten (10) business days after MAXIMUS notifies Client the CR Work has been completed to either: (i) accept the CR Work (by signing Section 5 below); or (ii) provide MAXIMUS with specific reasons for rejecting the CR Work in writing. The CR Work shall only be rejected for substantial non-compliance with the specifications set forth above. In the event Licensee does not provide such acceptance or specific reasons for rejection of the CR Work within such ten (10) business day period, such CR Work shall be deemed to have been accepted.

Licensee Name

Authorized Signature	Date Signed
Print Name	
Title	

Please Note: Both a signature above and an executed Purchase Order (if there is a cost associated with the change) are required before MAXIMUS will be obligated to begin the CR Work.

Section 5: Licensee Acceptance

To be signed by Licensee after MAXIMUS completes the CR Work. Subject to the acceptance provisions in Section 4 above, signature by Licensee below indicates that Licensee has reviewed the changes made to the TIENET Software and that they are complete as requested on the CR.

Licensee Name	
Authorized Signature	Date Signed
Print Name	
Title	