

MANAGED SERVICES AGREEMENT**SOFTWARE SERVICE PROVIDER:**

CENTRIS GROUP, LLC
(hereinafter referred to as
SOFTWARE SERVICE PROVIDER)
whose office is located at:
100 Merrick Road, Suite 418 E
Rockville Centre, NY 11570

CUSTOMER:

Brick Township Board of Education
(hereinafter referred to as CUSTOMER)
whose office is located at:
101 Hendrickson Avenue
Brick, NJ 08724

THIS AGREEMENT is to document the services to be provided by Software Service Provider as a result of the Customers purchase of IEP Direct from PCM-G through the State of New Jersey, Department of the Treasury, Division of Purchase and Property, Term Contract M-0003, Contract #89854.

WHEREAS, Software Service Provider is the sole owner of certain proprietary software applications and functions known as IEP Direct® and RTIm Direct® (the “Software”); and

WHEREAS, Software Service Provider is engaged in the business of providing its customers with access to, and the use of, the Software on websites (“Websites”) located on the Internet; and

WHEREAS, the business of providing access to, and use of, software on the Internet is commonly known as “Software as a Service” or “SaaS”; and

WHEREAS, Customer desires to access and use the Software Service Provider’s “Software as a Service” (the “Services,” as further described herein) with respect to certain of its information technology needs; and

WHEREAS, Software Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

1. THE SERVICES.

a. Purpose; Terms. This Agreement sets forth the terms and conditions under which Software Service Provider agrees to provide Customer with access to its Software as a Service and other related services which may include monitoring, hosting, maintenance, support, backup, and training for Customer’s use of the Software as a Service (collectively, the “Services”). Attached hereto as Schedule “A” is a list and description of the Services to be provided to Customer. In the event that Customer desires to obtain additional Services from

Software Service Provider at any time during the Term, the parties shall identify the additional services and the price on additional written Schedule(s) "A" as needed (numbered A-2, A-3, A-4, etc.) Any additional Schedule(s) A (the "Additional Schedule(s) A") shall be signed by the parties and is/are incorporated by reference.

b. Web-Based Rights. Software Service Provider grants to Customer a nontransferable, nonexclusive right to access and use the Services via the Websites and to use the Services and any documentation provided by Software Service Provider only as authorized in this Agreement.

c. Hosting. The "Software as a Service" will be hosted by an authorized subcontractor (the "Hosted Service Provider") that has been engaged by the Software Service Provider and shall only be accessed by Customer on the Websites, using the Customer's computers. As a part of the Services, the Hosted Service Provider shall be responsible for maintaining a backup of Customer Data.

d. Documentation. In connection with the Services, Software Service Provider shall provide Customer with certain written materials (in hard copy, digital format, or accessible on the Websites) relating to the use of the Services (the "Documentation").

e. Authorized Users. Customer and its employees, agents and contractors that have a need to use the Services (collectively, "Authorized Users") shall have the right to operate and use the same. Notwithstanding the foregoing, Customer shall not grant access to the Services to any outside vendor or any other person or entity without Software Service Provider's prior written consent, which consent may be withheld, delayed, or conditioned in Software Service Provider's sole discretion. Customer shall not sublicense the Services or permit any third party to run, operate or otherwise make use of the Services. Customer shall not use the Services or the Documentation for any purpose other than Customer's business. Customer may copy for its own internal use Software Service Provider's manuals, training materials, and other reference materials as long as appropriate copyright markings are applied and maintained but it may not post any such materials on the Internet or to any other location that can be accessed by unauthorized users under any circumstances.

2. CUSTOMER RESPONSIBILITIES

Customer shall have sole responsibility for administering access security (e.g., the granting of rights to an Authorized User). Customer is solely responsible for maintaining its Authorized User's computers and providing user network and Internet access to the Services. Customer is solely responsible for ensuring that its users comply with the terms and conditions with respect to use of the Services that are set forth in this Agreement. Customer shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Services. Software Service Provider shall not be responsible for the reliability, access to, or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Websites to use the Services. Customer shall be solely responsible for ensuring that all Customer content and data, including documents uploaded to the Websites, is accurate, not corrupt in any way, and does not contain any viruses.

3. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of the last signature and continue until the June 30, 2016 (the "Initial Term"). Thereafter, the Agreement may be renewed for successive one year terms upon mutual written agreement by both parties. In addition, the Term shall terminate upon the occurrence of any of the following events:

a. In the event of any default by a party of any term, covenant, or obligation under this Agreement, including the non-payment of fees, provided that the party in default is given written notice of the default and fails to cure such default within thirty (30) days.

b. Immediately and without prior notice, in the event that the Customer or any of its employees, agents, representatives, or Authorized Users take part in any action to reveal unauthorized confidential user identification information, confidential passwords, copyright infringements, or any action which may reveal the proprietary rights of the Software Service Provider that may create or allow others to duplicate, reverse engineer or otherwise permit others to recreate the Software, the Services or the Documentation.

If this Agreement is terminated pursuant to this provision or otherwise, Customer shall, within thirty (30) days after such termination, return all Documentation and other materials to Software Service Provider and provide written certification that the Services, the Documentation, and all of Software Service Provider's proprietary materials have been erased or otherwise destroyed and no longer used by the Customer. Following the effective date of termination, no further payment shall be due from the Customer unless there are payments in arrears, in which case the Customer shall be responsible for the annual payment prorated on a monthly basis for the months up until the termination of this Agreement.

Termination of this Agreement shall not release Customer from any liabilities or obligations under this Agreement (or otherwise) to prevent copyright or other infringement in any method or manner.

4. PAYMENT, PAYMENT TERMS & TRAINING

a. Acceptance. Customer agrees to accept the Services and the Software Service Provider by its acceptance of this Agreement, agrees to provide the Services to the Customer, in accordance with the payment terms and conditions as set forth or described in the section of Schedule A hereto named "Fees and Payments".

b. Training. In accordance with the section of Schedule A named "Training", training shall be provided to a small team of "internal experts" identified by the Customer on the use of the Services to successfully enter and report data. The team of "internal experts" shall be responsible for further training within the Customer's organization. Technical questions by the employees that relate to the functioning of the Services shall first be brought to the attention of the "internal experts" for resolution. If the "internal experts" are unable to resolve the question, the "internal experts" shall request the needed assistance from the Software Service Provider by telephone technical support.

5. INTELLECTUAL PROPERTY RIGHTS

Customer agrees that the Software, the Services and the Documentation are proprietary products and services and that all right, title and interest in and to the Software, the Services and Documentation, including all associated intellectual property rights, are and shall at all times be the sole and exclusive property of Software Service Provider. The Software, the Services and Documentation contain trade secret and unique proprietary information that is owned by Software Service Provider and is protected by United States copyright laws. Customer shall treat the Software, the Services and the Documentation like any other copyrighted material. Customer shall not copy or distribute the Software, the Services or the Documentation, electronically or otherwise, for any purpose; except that Customer may copy the Documentation solely for its own internal business purposes, provided that all identifying marks and copyright notices are retained on all copies. Customer hereby grants to Software Service Provider a nonexclusive right to use all Customer data as necessary solely for the purposes of providing the Services to Customer and its authorized users pursuant to this Agreement.

6. OTHER RESTRICTIONS

Use of the Services is restricted to use by the Customer and its Authorized Users only, and only for Customer's internal business purposes. Customer may not use the Services for the benefit of any third parties or other access or use of the Services to third parties. Customer may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Services (or any portion thereof, including without limitation in any capacity) or the Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void. Customer hereby agrees, represents and warrants to Software Service Provider that it will not access or use the Services for any purpose that is unlawful or prohibited by this Agreement. Customer will not take any actions that (i) infringe or may infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or any other right of any person or entity; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, threatening, harassing, obscene grossly offensive, vulgar, or malicious; (iv) are false or misleading; (v) constitute unauthorized entry to any machine accessible via the network; (vi) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to the Software or the Services; (vii) reverse engineer, disassemble, decompile, modify, adapt, translate, or attempt to ascertain, derive or obtain the source code for the Software; or (viii) distribute, transfer or resell the results of its use of the Services. Customer further agrees to cooperate with Software Service Provider in causing any unauthorized use immediately to cease.

7. CUSTOMER SUPPORT/MAINTENANCE WINDOWS

The Software Service Provider offers Customer Support through its Helpdesk. The Helpdesk hours of Operation are 8:00 a.m. until 4:00 p.m. eastern time, Monday through Friday. Software Service Provider may, on an as-needed basis, access or create a temporary copy of Customer's database while troubleshooting, testing, or providing customer support.

Software Service Provider and/or the Hosting Service Provider may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Software Service Provider may, at times, need to perform maintenance without providing advance notice to Customer, and Software Service Provider shall not have any liability to Customer for same.

8. LIMITED WARRANTY, REMEDIES AND LIABILITY

a. The Software Service Provider agrees to correct or replace any material defects or errors in the Services of which Customer gives written notice. The Software Service Provider's and its suppliers' and the Hosting Service Provider's sole liability and the exclusive remedy shall be, at the Software Service Provider's option, the repair or replacement of the defects or errors in the Services or, in the event that the Software Service Provider does not, in its sole discretion, repair or replace the defects or errors, it shall provide a pro-rata refund of the Annual Fee actually paid by Customer for the period during which the Services were found to be materially defective or contain material errors. Software Service Provider guarantees that the software will work uninterrupted and/or error free for 98.5% of the contract term, excluding scheduled maintenance windows or other unforeseen circumstances beyond the Software Service Providers control.

b. The Software Service Provider makes no additional representations or warranties, express or implied, regarding the Services and/or its use. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE SERVICE PROVIDER AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICES AND ITS USE. Customer assumes the sole responsibility for the selection of the Services as being adequate for and appropriate for Customer's own purposes. Customer understands and agrees that 1) Customer shall be solely responsible for the content, calculation, and accuracy for all reports and documents prepared in whole or in part by using these Services; 2) using the Services shall not relieve Customer of any professional obligation concerning the preparation and review of such reports and documents; 3) Customer shall not rely on the Software Service Provider or the Services for any advice or guidance regarding compliance with local, state and federal regulations or laws; 4) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and 5) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Software Service Provider shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. The Software Service Provider does not warrant that the Services, or the results derived there from, will meet your requirements, or that the operation of the Services will be uninterrupted or error-free.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SOFTWARE SERVICE PROVIDER OR ITS SUPPLIERS OR HOSTING SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO CUSTOMER'S DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE SOFTWARE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. SOFTWARE SERVICE PROVIDER, ITS SUPPLIERS, AND THE HOSTING SERVICE PROVIDER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF CLAIMS FOR REIMBURSEMENT OR PAYMENT TO CUSTOMER BY MEDICAID OR ANY OTHER GOVERNMENTAL AGENCY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

e. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE AND EXCLUSIVE LIABILITY OF SOFTWARE SERVICE PROVIDER UNDER ANY PROVISION OF THIS AGREEMENT AND EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY SOFTWARE SERVICE PROVIDER WITH RESPECT TO THE LIMITED WARRANTY SET FORTH ABOVE) SHALL BE LIMITED TO THE LESSER OF THE ANNUAL FEE ACTUALLY PAID BY CUSTOMER TO PCM-G WITH RESPECT TO THE YEAR IN WHICH SUCH DAMAGES WERE INCURRED OR CUSTOMER'S ACTUAL DIRECT DAMAGES. THE PROVISIONS OF THIS ARTICLE 8 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

a. Indemnity by Software Service Provider. Software Service Provider shall defend any action, suit, or proceeding brought against Customer alleging that the Software infringes any United States patent, trademark or copyright, and Software Service Provider shall indemnify and hold Customer, its officers, directors and employees, harmless against damages finally awarded against Customer, costs, expenses, and losses (including, without limitation, court costs and reasonable attorneys' fees and expenses) in connection with any such action, suit or proceeding; provided, that (i) Customer notifies Software Service Provider promptly in writing of the claim in question, (ii) Software Service Provider has sole control of the defense and all related settlement negotiations, and (iii) Customer provides Software Service Provider with all commercially reasonable assistance, information and authority to perform the above at Software Service Provider' expense. In the event that Customer's use of the Services is enjoined by a court of competent authority, Software Service Provider shall, at its sole option and at its expense, either (I) procure for Customer the right to continue accessing and using of the Service or (II) modify the Services to avoid infringement without material impairment of their

functionality; provided, however, that if neither of the foregoing remedies can be obtained upon commercially reasonable terms, this Agreement shall terminate, and the sole liability of Software Service Provider shall be to refund to Customer the pro rata portion of the Annual Fee for the unused portion of the Term. THIS SECTION STATES SOFTWARE SERVICE PROVIDER'S SOLE LIABILITY HEREUNDER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

b. Indemnity by Customer. Customer shall defend, indemnify and hold Software Service Provider, its affiliates, and the respective members, managers, employees, or agents thereof, harmless from and against every liability, loss, claim, demand, proceeding, judgment, damage, expense, amount paid in settlement, costs and attorney's fees arising out of, relating to, or in any way connected with: (i) negligence, dishonest acts, willful misconduct, fraud, or unlawful conduct of Customer, its employees, subcontractors, agents, and Authorized Users; (ii) the use or operation of the Services or the Website by Customer, its employees, subcontractors, agents, and Authorized Users; (iii) the breach of Customer's confidentiality obligations under this Agreement; (iv) the breach of any covenant specified in this Agreement by Customer, its employees, subcontractors, agents, and Authorized Users; (v) Customer's breach of applicable laws, rules, and regulations; (vi) damages to property, including loss of use thereof and downtime; (vii) bodily injury, including death, resulting from Customer's use of information derived from the Services; and (viii) claims by any other party (including, without limitation, parents of children whose personal information is contained in the Customer's data) relating to the Services, or the integrity, security, privacy, or unauthorized disclosure of information, or the treatment of such children by Customer, its employees, subcontractors, agents, and Authorized Users.

10. CONFIDENTIALITY

a. Acknowledgement. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

b. Definition. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; or (c) is of the type that is reasonably understood, by its nature, to be confidential. The Software, the Services, and the Documentation are also deemed to constitute Confidential Information. Each party shall treat the other party's Confidential Information with not less than the same degree of care with which it treats its own most confidential information. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

c. Duty to Maintain Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties shall advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential and shall be responsible for any breach of this obligation.

d. Remedies. Each party acknowledges that the disclosure of any Confidential Information, or any information which at law or equity ought to remain confidential, shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law. Each party shall be entitled to obtain immediate injunctive and other equitable relief against the breach or threatened breach of any of the foregoing confidentiality undertakings (without the necessity to post a bond or to demonstrate the inadequacy of legal remedies), in addition to any other remedies which may be available. Customer hereby consents to the obtaining of such injunctive relief.

e. Assistance and Cooperation. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

f. Open Public Records Act, N.J.S.A. 47:1A-1 et al.

Both parties recognize and agree the Customer is subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. All information submitted to the Customer maybe considered as public information except as may be exempted from public disclosure by OPRA and the common law. SOFTWARE SERVICE PROVIDER may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when SOFTWARE SERVICE PROVIDER has a good faith legal and or factual basis for such assertion. In the event of any challenge to the SOFTWARE SERVICE PROVIDER's assertion of confidentiality with which the Customer does not concur, SOFTWARE SERVICE PROVIDER shall be solely responsible for defending its designation. The Software provided by the Software Service Provider is considered confidential and proprietary to Software Service Provider's business, and is exempt from public disclosure by OPRA.

g. Confidentiality of Student Records

As required by 20 U.S.C. 1232(g) (Family Educational Rights and Privacy Act, "FERPA") and N.J.A.C. 6a:32-7.1 et seq. the SOFTWARE SERVICE PROVIDER shall not disclose any information or records regarding District Students or their families that the SOFTWARE SERVICE PROVIDER obtains during the course and scope of performance under this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information

11. HOSTING SERVICE PROVIDER AND LIMITATION OF LIABILITY

The Hosting Service Provider is an independent third party not controlled by the SOFTWARE SERVICE PROVIDER. Accordingly, IN NO EVENT WILL THE SOFTWARE SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF THE SOFTWARE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO WAY DO THE PROVISIONS OF THIS AGREEMENT RESTRICT THE CUSTOMER FROM PURSUING DAMAGES AGAINST THE HOSTING SERVICE PROVIDER.

12. GENERAL

a. Amendments. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign an Agreement on behalf of Customer and the Software Service Provider.

b. Unenforceability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

c. Non-Assignability. Neither this Agreement nor the rights or obligations hereunder may be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that either party may freely assign this Agreement (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or change in control of the party, or (ii) to any entity which is a successor to the assets, stock, or the business of that party.

d. Governing Laws. This Agreement will be governed and construed by the laws of the State of New Jersey and the copyright laws of the United States, without giving effect to principles of conflicts of laws.

e. Force Majeure. Any delay or inability of Software Service Provider in complying with the terms hereof arising from unforeseeable causes or events beyond Software Service Provider's control, including, without limitation, Customer's failure to supply necessary information or assistance, acts of God, acts of public enemy, acts of the federal, state, or local governments in either sovereign or contractual capacity, terrorism, fires, floods, internet failure or acts of a third party, shall excuse any resulting or related delay or failure in the performance by Software Service Provider.

f. Survival. The provisions of Sections 5, 9, 10, and 11 shall survive the termination or expiration of this Agreement.

g. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and will not confer third-party beneficiary rights upon any other person or entity.

h. Disputes. Each party hereby consents to the personal jurisdiction of the Federal or New Jersey courts located in District's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by New Jersey law.

i. Certification of Non-Involvement in Prohibited Activities in Iran. Prior to execution of this Centris Group, LLC shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to N.J.S.A. 18A:18A:49.4 8a.

j. Notices.

a. Manner of Notice. Any notice, demand or request required or provided for in this Agreement, or served, given, or made in connection with it, will be in writing and will be deemed properly served, given or made if delivered in person, sent by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized overnight courier service, in each case, to the parties at the addresses specified in the Preamble.

b. Time of Notices. Any notice, demand or request will be deemed to have been delivered (1) on the date of personal delivery, (2) on the third day following the date of mailing, or (3) on the day following the date of delivery by an overnight courier.

The undersigned Customer representative acknowledges that he or she has the right to sign such an agreement on the part of the Customer and has read this Agreement, understands it, and agrees that the Customer be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

SOFTWARE SERVICE PROVIDER:

Centris Group, LLC

By: Thomas Reap

Title: President & CEO

Signature: _____

Date: _____

CUSTOMER:

Brick Township Board of Education

By: _____

Title: _____

Signature: _____

Date: _____

SCHEDULE A

1. DESCRIPTION OF SERVICES (IEP DIRECT)

IEP Direct:

Implementation, Support, Maintenance and Hosting for IEP Direct, a special education management and IEP software, which also includes access to proprietary forms, letters, reports, curriculum guides, menu selections, training documents and other related content and reference materials.

2. TRAINING (IEP DIRECT)

Software Service Provider will provide Customer with a total of seventeen (17) days of complimentary training. Customer should provide Software Service Provider with a venue suitable for such training. Training should take place in a school computer lab that has Internet access, Internet Explorer web browsers and a projector.

After all training has been completed, free telephone support will still be available for central office administrators.

Prior to training, Software Service Provider shall, at no cost to the Customer, convert student demographic data from its current system and import it into IEP Direct. Conversion includes current year data only. Additional data conversion rates are available upon request for an additional fee.