

AN ORDINANCE 2013-08-29-0573

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$115,000 TO THE CURATORS OF THE UNIVERSITY OF MISSOURI FOR LICENSING AND SUPPORT SERVICES ASSOCIATED WITH THE IMPLEMENTATION OF U.S. SOURCELINK WITHIN CAFÉ COMMERCE.

* * * * *

WHEREAS, in 2012, a taskforce of business owners and business advocacy organizations was organized for the purpose of brainstorming methods and strategies for promoting small and new business growth in San Antonio; and

WHEREAS, the taskforce recommended the establishment of a resource and referral clearinghouse, or one-stop shop, for business; and

WHEREAS, staff researched various communities with similar small business resource clearinghouses and identified a number of systems that were developed by internal information technology, with staff determining that U.S. SourceLink, America's largest resource network for entrepreneurs, would best serve established businesses and aspiring entrepreneurs; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An interlocal agreement with the University of Missouri for licensing and support services associated with the implementation of U.S. SourceLink, in an amount not to exceed \$115,000.00, is hereby approved. A copy of the agreement is attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Funding in the amount of \$115,000.00 for this ordinance is available in Fund 29059000, Cost Center 1604010001 and General Ledger 5201040, as part of the Fiscal Year 2013 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Curators of the University of Missouri and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

JK
8/29/13
Item #21

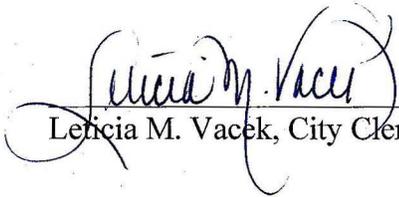
SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 29th day of August, 2013.



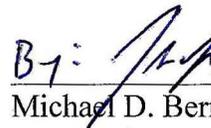
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



By: _____
Michael D. Bernard, City Attorney



Agenda Voting Results - 21

Name:	6, 21						
Date:	08/29/2013						
Time:	09:50:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of an interlocal agreement and payment in an amount not to exceed \$115,000.00 to the Curators of the University of Missouri for licensing and support services associated with the implementation of U.S. SourceLink within Café Commerce. [Carlos Contreras, Assistant City Manager; Rene Dominguez, Director, Economic Development Department]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

LICENSE AND CONSULTING AGREEMENT

This LICENSE AGREEMENT ("**Agreement**"), entered into effective as of _____ ("Effective Date") by and between THE CURATORS OF UNIVERSITY OF MISSOURI, a public corporation, on behalf of the University of Missouri-KANSAS CITY and U.S.SourceLink, having an address of 4747 Troost, Kansas City, Missouri, 64110 ("**University**"), and **The City of San Antonio, A Texas Home-Rule Municipality**, having an address of **P.O. Box 839966, San Antonio, TX 78283-3966** ("**Licensee**" or "**City**").

WHEREAS, University, is the co-owner and co-holder of the individual components (hereinafter "**Components**"), consisting of

- Certain trademarks, trade names, service marks, logos, trade dress and other commercial symbols including without limitation "KCSOURCELINK®", "Biz-Trakker®", "The Resource Navigator®", "U.S.SOURCELINK®", having been registered with the United States Patent and Trademark Office under Registration Nos. 2,968,610 (KCSOURCELINK®), and serial numbers 78599242 (Biz-Trakker®), 78599252 (The Resource Navigator®), 78884898 (Webplate Now!®) and 78607800 (U.S.SOURCELINK®), (hereinafter collectively referred to as the "**Marks**");
- Copyrights on images and text materials recorded in various media, including without limitation: Strategic Planning Guide, Getting Started Guide, Guide to Recruiting and Retaining Resource Partners, Navigating the Network: A Guide to Answering Hotline Calls, Getting the Word Out; A Guide to Marketing the Network, Guide to Developing an Effective Sponsorship Program and others as developed (hereinafter "**Documentation Manuals**");
- Webplate Now! consisting of, among other elements, an element for locating applicable resources for assistance, an element for managing events, an element for managing classes, an element available only to network partners and other sections and elements as developed;
- The Resource Navigator, an online database driven search engine that allows use of the world wide web to locate appropriate resources for business development;
- Copyrights in computer software programs known as Resource Navigator and Biz Trakker and Webplate Now!, and others as developed (hereinafter "**Application Software**");
- Biz Trakker, a web-based, client-tracking and database management service;

- Support services connected with the licensing and use of said Systems, Marks, Documentation Manuals, Website, Application Software, and services,

all collectively known as the "U.S.SourceLink System;" and

WHEREAS, University is the sole and exclusive agent of the other co-owner and co-holder of the U.S.SourceLink System, with the express right to license or subscribe it or components of it to others; and

WHEREAS, University desires to license and subscribe those components of the U.S.SourceLink System listed on the attached Customer Order, which is incorporated by reference herein (hereinafter referred to as "Licensed Property") and to provide the services and technical support listed on the attached Customer Order, (hereinafter referred to as the "Support Services") to Licensee, and Licensee desires to receive the Licensed Property and Support Services from University; and

WHEREAS, Licensee desires to utilize the Licensed Property and Support Services in connection with the establishment and maintenance of a network of organizations that provide services to start and build businesses (hereinafter referred to as "U.S.SourceLink Network") in the area specified on Customer Order at "Area of Service."

NOW THEREFORE, for and in consideration for the good and valuable consideration listed herein and on Customer Order, University and Licensee hereby agree as follows:

1. Grant of License. For and in consideration of a license and servicing fee stated at "License Fee" on Customer Order totaling \$_____, which Licensee shall deliver to University at the intervals indicated on Customer Order at "Payment Intervals", and the other terms and provisions of this Agreement, University hereby grants to Licensee a non-exclusive, non-transferable limited license/subscription as described herein (the "**License**") to use the Licensed Property in connection with the establishment and maintenance of the U.S.SourceLink Network for business development organizations subject to the terms and provisions of this Agreement and the direction of the Documentation Manuals.

2. Term of License. The License granted hereby shall be effective for a term of **three (3)** year(s) from the Effective Date, unless otherwise terminated pursuant to the terms hereof. License will automatically renew for another **three (3)** year term unless University is notified in writing of Licensee's intent not to renew not more than one (1) year and not less than six (6) months prior to the expiration of the License or unless License is otherwise terminated pursuant to the terms hereof. Without limitation, University may refuse to grant a renewal of the License for any reason, including because University has elected to license all or any component of the Licensed Property or to deliver Support Services to another party as part of a franchising arrangement of

University's business format, provided that Licensee shall have the right to apply for a franchise when and if University elects to begin such franchising arrangement.

3. Periodic Payments. Licensee agrees to pay to University, as additional license fees, \$ _____, to be delivered to University, at the address for University set forth above, yearly as described in Customer Order at "Annual License Fees." Any payment due University hereunder which shall be more than ten (10) days delinquent, shall accrue interest at the lesser of fifteen percent (15%) per annum or the maximum legal rate then in effect.

4. Geographic Area of License. Licensee shall have no right to distribute the U.S.SourceLink Network or the **Licensed Property** or recruit Resource Partners outside of the area in Customer Order stated at "Area of Service." Should Licensee desire to obtain additional geographic rights, Licensee shall request University's consent, which consent may be withheld or conditioned in University's sole discretion, including without limitation, conditioned upon Licensee's execution of an additional license agreement in a form approved by University in its sole discretion.

5. Use of Documentation Manuals. University will loan to Licensee during the term of this Agreement an electronic copy of the Documentation Manuals listed on Customer Order. Licensee agrees that the Documentation Manuals are for Licensee's use only in establishing and maintaining a U.S.SourceLink Network, and that Licensee shall not in any way reproduce any part of said Documentation Manuals without the express written permission of University. No other use of the Documentation Manuals will be permitted without the express written consent of University. Within thirty (30) days of the date of termination of this Agreement, Licensee shall return all copies of Documentation Manuals to University.

6. Use of Application Software. This Agreement and the Customer Order call for Licensee to use Application Software installed, operated and maintained by University as described in the Customer Order (the "Application Software"). To do so, University agrees to (a) install and operate the host portion of the Software, together with necessary operating systems and utilities, in University's host computer system, (b) provide Licensee with Services based on such Application Software via Internet facilities.

a. Host Computer System

1. University will provide all equipment, software and services necessary for operation and maintenance of its host computer systems. University reserves the right to change the configuration of its systems and change or delete equipment or software at any time.
2. University will also provide bandwidth for web communication from Licensee and its web users. Licensee is responsible for separately obtaining an account with a service provider to obtain access to the world wide web for communicating to University's server.

b. Application Software

1. University agrees to install, operate and maintain the Application Software as described in the Customer Order.

2. Pursuant to the Services, University agrees to allow Licensee to access and use the Application Software via internet facilities.
3. The communications and network interoperability requirements for internet access are as described under "Internet Connection" in the Customer Order.

c. Installation

1. Installation and training procedures are as described under "Support Services" in the Customer Order.
2. Unless otherwise stated in the initial Customer Order, the deployment of the Application Software for Licensee is in a standard format so special work is not expected of University. If University is requested to provide custom modification, consulting, system integration or other services, the terms for such services shall be provided in an additional Customer Order.
3. Software updates will be furnished at the complete discretion of University.

d. Scope of Use

1. The Services and Software may be used by Licensee only for Licensee's internal business requirements, and for no other purpose. "Licensee" shall include employees of said entity.
2. Services and Software may not be used by Licensee's subsidiaries and affiliates. Licensee may use parts of the Documentation Manuals as its own source for third party training of nonprofit resource partners, further defined as organizations who provide business-building services and become network members, but may not reproduce or distribute said documentation in the course of said training without express written permission from University.
3. Licensee may use the services, software and documentation in the geographic area set forth in the Customer Order at "Area of Service."
4. Licensee may sublicense that software known as "Biz-Trakker", only upon entering into a contract with University for this purpose, said contract to include a price schedule and royalty-sharing agreed to by University.

e. Restrictions

1. Except as expressly permitted above, Licensee agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the U.S.SourceLink System to any third party.
2. Licensee agrees not to reverse engineer, disassemble, decompile, modify, or alter the Application Software or any copy thereof, in whole or in part, without express permission of University.
3. Licensee agrees not to (1) post or transmit anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) post or transmit pyramid schemes or chain letters or conduct gambling, (3) post or transmit anything that violates the copyright or intellectual property rights of any person or entity, (4)

post or transmit a virus or any other harmful component, or (5) contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication.

f. Fees

1. Licensee shall pay the fees indicated on each Customer Order at "Payment Intervals" for the corresponding Software or Services. Fees for each item of Application Software will be non-refundable when and as such Application Software is delivered or available for use.

g. Support

1. Software Support is provided as a Service in relation to the Application Software as provided in applicable Customer Order at Support Services.

7. Consulting Services. University hereby agrees to provide the consulting and other services listed on Customer Order at "Support Services" to Licensee upon the terms stated therein.

8. Website. If specified in Customer Order, University shall provide to Licensee such website materials, including template for a regional website ("Licensee's website") linked to and as a part of University's U.S.SourceLink website. University will consult with Licensee regarding the layout and design of the Licensee's website.

9. Presentation Approval. Before releasing the Licensee's website to the public over the Internet, Licensee shall permit University to preview (the "Private Presentation") sample portions of the Licensee's website. If, at the Private Presentation at which University shall choose its own access mode and means, the University finds Licensee's website unsatisfactory to University, then this Agreement may be terminated forthwith by University without other or further obligations on the part of University to Licensee. Licensee shall, in its display and performance of the Licensed Property to the public over the Worldwide Web, shall maintain the same level of quality as that demonstrated at the Private Presentation. University may at any other time inspect Licensee's website and investigate all products and services offered on Licensee's website, including time spent updating and providing maintenance to Licensee's website during which time the Licensee's website is offline, or in any other medium, to determine whether Licensee's products and services comport with the level of quality University seeks to maintain with regard to the Licensed Property. If at any time University reasonably determines that Licensee's operations conflict with the level of quality University seeks to maintain with regard to the Licensed Property, University may consider the defect in quality a material breach of this Agreement.

10. Training. University shall provide training to Licensee as listed on Customer Order at "Training."

11. Guidance and Operating Assistance. Although University has no obligation to do so, it may advise Licensee from time to time of operating problems in its resource network. At Licensee's request, University may furnish guidance and operating assistance in connection with:

- a. Methods, standards, specification and operating procedures;
- b. Purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; and
- c. Advertising and promotional programs.

The guidance and assistance may, in University's sole discretion, be furnished in the form of references to the Documentation Manuals, bulletins, and other written materials, electronic computer messages, telephonic conversations and/or consultations. Licensee agrees that University shall not be liable to Licensee or any other person, and waives all claims for liability or damages of any type (whether direct, indirect, incidental, consequential, or exemplary), on account of any guidance or operating assistance offered by University in accordance with this paragraph 7, except to the extent caused by gross negligence or intentional misconduct. University will make no separate charge for such operating assistance and guidance as it customarily provides to resource networks, provided, however, that University may assess daily fees and charges for special assistance programs.

12. Data Aggregation. The University reserves the right to anonymously aggregate data collected by the Application Software to provide to governmental agencies, others utilizing the U.S.SourceLink Network, and others to demonstrate program impact and provide statistics on entrepreneurial activity in the region or nation. Only non-identifying information will be collected and displayed. The University will not sell, rent or give identifying information to any entity.

13. Customer Order. The initial Customer Order contains: (a) description of the Software, (b) communications and network interoperability requirements for internet access, (c) specifications of Licensee's client computer system, (d) size or volume of use limitations, (e) training procedures, (f) implementation schedule with target dates and division of responsibility, (g) fee schedule, and (h) support terms.

In addition to the initial Customer Order, the parties may enter into one or more additional Customer Orders, each of which provides a general description of the Software and Services to be provided to Licensee.

Each Customer Order will be effective when signed or electronically authorized by Licensee and University. All terms and conditions set forth in this Agreement are automatically incorporated in, and deemed part of, each such Customer Order. Unless otherwise shown in the Customer Order, each Customer Order is intended to be a separate contract providing for separate Software and Services as identified herein.

14. Ownership of the Licensed Property. Licensee acknowledges and agrees that Licensee shall have no ownership of such **Licensed Property** at any time. Licensee shall not register the **Licensed Property** or any derivation thereof, or any marks similar to the **Licensed Property** or incorporating the **Licensed Property** therein.

15. Ownership of concept changes. If Licensee develops or suggests an innovation or improvement that University decides to incorporate into the U.S.SourceLink System, either temporarily or permanently, Licensee will assign ownership of the innovation or improvement to University without compensation. The sole consideration for the assignment will be University giving Licensee recognition and credit for the innovation or improvement in announcing it to members of the U.S.SourceLink Network.

16. Use of the Licensed Property. Licensee agrees that it shall not use the **Licensed Property** in any manner that, in University's opinion, shall denigrate or decrease the value thereof. Licensee shall send University examples of its use of the **Licensed Property**. University shall have the right to approve or disapprove of Licensee's use of the **Licensed Property**.

17. Infringement of Use. Licensee agrees that it shall promptly notify University of any unauthorized use of the **Licensed Property** by third parties. University shall have the sole right to bring infringement enforcement actions against such third parties.

18. Transfer of License. Licensee shall have no right, without obtaining the prior written consent of University, to sell, transfer or assign its rights to the License to any person or entity. Any purported sale, transfer or assignment without University's prior written consent shall be void ab initio, and the License shall immediately terminate. For purposes of this Section, "transfer" shall include any transfer by operation of law or otherwise.

19. Confidentiality. IN CONSIDERATION of the disclosure of the Licensed Property, Licensee agrees to maintain Licensed Property in confidence and to not use or disclose to others Licensed Property without entering into a separate agreement giving specific permission to do so. Neither Licensee nor any employees or associates of Licensee will, except as University may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon, or publish Licensed Property or any other proprietary information of University, or authorize anyone else to do these things at any time either during or subsequent to the term of this Agreement. Should any time period associated with this clause be found to be invalid or unenforceable, this clause shall be considered to be amended to run for the longest time period found to be enforceable

20. Non-Compete. Licensee acknowledges that University will provide Licensee with confidential and proprietary information owned by University. Licensee recognizes that such confidential and proprietary information could thereafter easily be used by Licensee or others to compete with University to University's detriment. Licensee therefore agrees that it will hold all information given by University to Licensee in strict confidence and will not disclose any such information to any other person or entity. Licensee also therefore agrees that, during the term of this Agreement and for a period of five (5) years following the termination of this Agreement for any reason, Licensee will not own, operate, become employed by, or assist in the ownership or operation of a U.S.SourceLink Network (except during the term of this Agreement pursuant to the terms hereof), any business or enterprise similar to the U.S.SourceLink Network, or any business or enterprise utilizing the confidential and proprietary information given to

Licensee by University. Should this Agreement terminate or the License not be renewed by reason other than Licensee's default hereunder, the term of the non-compete clause immediately above shall be limited to a period of three (3) years following termination of this Agreement. Licensee expressly agrees that University may enforce the provisions of this Section by specific performance.

20.1. If Licensee is merged, consolidated or sold, or if Licensee sells or transfers all or substantially all of its assets relating to the use of the Software, Licensee shall have the right to transfer its rights and obligations under this Agreement to the surviving or buying entity, provided that Licensee shall not be relieved of its obligations hereunder, the successor must assume the terms and conditions of this Agreement in a manner acceptable to University, and the scope of the use of the Software may not be substantially altered.

21. Events of Default. The following shall each be an event of default of Licensee hereunder:

21.1. Non-Payment. The failure of Licensee to make any payment required hereunder to University within ten (10) days of the date when due.

21.2. Number of Issues. The failure of Licensee to establish and maintain website, resource network [etc.].

21.3. Unauthorized Use of the Licensed Property. The unauthorized use of the Licensed Property by Licensee, or any purported transfer of the Licensed Property to any third person by Licensee which shall continue after thirty (30) days following written notice of default from University.

21.4. Transfer of License. Any purported sale, assignment or transfer of the License by Licensee without the prior written consent of University in each instance is prohibited.

21.5. Other Default. Licensee's violation of any other term or condition contained in this Agreement that, if capable of being cured, shall not be cured within thirty (30) days after written notice of default from University.

22. Remedies. Upon any event of default by Licensee, University may, in addition to all other remedies of University at law or in equity, terminate the License and this Agreement.

23. No Financial Representation. University makes no representation or warranty whatsoever that Licensee will achieve any benefits, business growth or development, profits, success, or level of business by use of the Licensed Property or establishment and maintenance of the U.S.SourceLink Network.

24. Waiver of Damages. Licensee hereby waives, to the fullest extent permitted by law, any right to, or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against

University, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities arising out of any cause whatsoever (whether such cause is based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Licensee shall be limited to the recovery of any actual economic damages sustained by Licensee. If any other term of the Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provision of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

25. Limitation of Liability and Release

25.1. USE OF ANY PART OF THE U.S.SOURCELINK SYSTEM IS PROVIDED "AS IS, WHERE IS", AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR DAMAGES TO LICENSEE FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED HEREUNDER FOR DAMAGES OF ANY KIND. LICENSEE'S SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY OR ERROR SHALL BE TO REQUEST THAT UNIVERSITY CORRECT THE MATTER OR, IF UNIVERSITY FAILS TO DO SO, TO DISCONTINUE USE OF THE SERVICE AT LICENSEE'S OPTION.

25.2. No member, individually or collectively, of the Board of Curators, nor employee or officer of the University, incurs or assumes any individual or personal liability by the execution of this contract or by reason of default of the University in the performance of any of the terms hereof. All such liability of members of the Board of Curators, or employees or officers of the University, as such, is hereby released by Licensee as a condition and in consideration of the execution of this contract.

26. Notices. All written notices permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered at the time delivered by hand, one (1) business day after sending by facsimile or comparable electronic system or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address above. Any party may change its address by a notice complying with this Section. Reports required to be delivered [must] be delivered by [U.S. mail].

All payments and reports required by this Agreement must be directed to University at the address above, or such other address as University directs. Any required payment or report not actually received by University during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the date due, is deemed delinquent.

27. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, without any implication that any assignment of the License or this Agreement by Licensee shall be permitted.

28. Relationship of the Parties. The parties hereto agree that the relationship of the parties is purely as University and licensee. No party is authorized to act as the agent of the other. The relationship created by this Agreement is not a franchise, and each party shall be estopped from asserting it as such. This Agreement does not create any joint venture, franchise, general partnership, or any other business relationship.

29. Headings. The headings contained herein are for purposes of convenience of reference only, do not form a part of this Agreement, and shall not be used to construe or interpret any part of this Agreement.

30. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter of this Agreement, and supercedes all prior oral and written statements, representations, warranties, covenants and other agreements made by the parties. This Agreement may only be amended pursuant to a written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.

UNIVERSITY:
CURATORS OF UNIVERSITY OF
MISSOURI

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

City of San Antonio

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER ORDER

Area of Service The Licensee may recruit resources partners and present information on those organizations whose place of business are located within the Metropolitan Statistical Areas (as defined by the U.S. Census Bureau) of

Fee Schedule Initial payment due: \$75,000, due 30 days from effective date. Travel and expenses related to travel are in addition to above.

Annual License Fees \$15,000 annual license fee due annually from date of signing of agreement.

Additional Services Customization and additional services shall be billed at \$150 per hour.

Licensed Property

Software

- **Biz-Trakker™**
 - Description of Software: Internet based CRM/client management software. Tracks client interactions, referrals and event participation. Provides electronic surveying of clients and impact reporting through 70 plus reports.
 - Size or volume of use limitations: 10 concurrent administrative user IDs, Unlimited client records
- **Resource Navigator™**
 - Description of Software: A customizable search engine. It provides a systematic way to identify and organize business resources into a comprehensive database searchable by anyone with access to the World Wide Web.
 - Size or volume of use limitations: 10 concurrent administrative user IDs unlimited Resource Partner IDs
- **Webplate Now!™**
 - Description of Software: the Web management system that enables communities to access resource information online. It is designed specifically for connecting the business community to business resources. Webplate Now! provides quick Web site creation and management, and features calendars for business resource organizations' events, seminars and classes.
 - Size or volume of use limitations: 10 concurrent administrative user IDs, unlimited Resource Partner IDs

Documentation Manuals:

- Biz-Trakker User's Manual
- Resource Database User's Manual
- Webplate *Now!* User's Manual
- SourceLink Getting Started Guide
- Recruiting and Retaining Resource Partners
- Navigating the Network
- Getting the Word Out About SourceLink

Software Requirements

- 1) An internet connection
- 2) Current version of Internet Explorer

Support Services

Consulting:

- Up to 180 hours consulting on program development

Training:

- Up to 80 hours training on Biz-Trakker, Resource Navigator and Webplate *Now!*

Technical Support

- Ongoing technical support as needed via phone, email and Web conferencing (WebEx)

Hosting:

- Biz-Trakker
- Resource Navigator
- Webplate *Now!*

Implementation Schedule

Implementation can commence thirty days after this signed agreement has been received by both University and Licensee.