

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1089244
Vendor Name: Scantron Corporation
Invoice Number: 2107343-2017
Invoice Date: 12/18/17
PO Number: P0355444
Check Number: E0064842
Check Amount: \$ 475.00
Check Date: 01/10/2018
Department ID: 00226
Reviewer Name: Jennifer Chiavola
Voucher Number: V0489841
Redaction Type: None
Document Type: AP Invoice

Document Below

From: walkerj386@cod.edu
Sent: Wed Dec 13 09:34:05 CST 2017
To: invoicing@cod.edu
CC:
Subject: Emailing - Scantron Software Support Renewal 12-2017.pdf

Please process attached invoice for PO# 355444
Thank you!

Janelle Walker, RN, BSN
Coordinator for Nursing Support
College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
630-942-2569

INVOICE

SCANTRON.

INVOICE NUMBER:	2107343
DATE:	30-DEC-16
CUSTOMER NO:	320123689
TAX I.D NO :	95-2767912

BILL TO:

ATTN: ACCOUNTS PAYABLE
COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

LOCATED AT:

JENNIFER CHIAVOLA
COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

APPROVED
01/03/18 - MUHAMMAD CHAUDHRY

Reference Num: Invoice-OKS 238203

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION	
PURCHASE ORDER: JENNIFER CHIAVOLA (16) AGREEMENT NUMBER:		(MOST RECENT SHIPMENT) SHIP DATE: CARRIER: B/L NUMBER:		TERMS: NET 30 DUE DATE: 29-JAN-17 SALES REP: CONTACT: Charles Quinn (800) 228-3628 ext. 3108 Fax (402) 697-3350 Charles.Quinn@harlandts.com	
ORDER SOURCE:					
DESCRIPTION	U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE
RPSW-SA ParScore Software Assurance:1:ParScore Workstation:29-JAN-2017:28-JAN-2018 Billing Term: 29-JAN-17 - 28-JAN-18 Serial No : 008001241	YEAR	1		475.00	475.00
INVOICE SUMMARY:					
TOTAL FOR ALL LINE ITEMS					475.00
TOTAL FREIGHT					0.00
6.25% STATE TAX					0.00
1.00% CITY TAX					0.00
1.00% COUNTY TAX					0.00
Amounts not paid when due are subject to finance charges of 1.5% per month or the highest rate permitted by law, whichever is less, compounded daily from the due date until paid.					
Please update remit to address if needed.					

- My check/money order is enclosed:

o Check # _____

- Charge to my Credit Card:

o ☐ Visa ☐ MasterCard ☐ Amex
o Card # _____ Expiry Date ____/____/____
o Name of Card Holder _____
o Billing Address _____
o Signature _____

SUBTOTAL	TAX	TOTAL
475.00	0.00	(USD) 475.00

Please Remit to:

SCANTRON CORPORATION
P O Box 93038
Chicago, IL 60673

CUSTOMER COPY

Notice for Software Renewal – Return with PO#



1313 Lone Oak Road
Eagan, MN 55121
(E): scantronrenewals@scantron.com
(F): 651.683.6230
Invoice Questions: 800.228.3628 x3281
Renewal Questions: 800.228.3628 x6205

Renewal Address (Bill to):

ATTN : JENNIFER CHIAVOLA
COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

Located AT:

COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

Renewal Dates: 01/29/2018 - 01/28/2019
Contract Number: 238203
Customer Number: 200235331
Prior Year PO #: 349749 (17)

Your existing software support agreement is up for renewal for the effective dates listed above. Your product/support listing and price quote for the upcoming term appears below.

Sign below to acknowledge your renewal and return this letter via email, fax, or mail to the address at top of this letter.

Item Number	Item Description	Serial Number	Price
RPSW	ParScore Workstation	008001241	475.00
Total Amount (USD):			\$475.00

The price quote does not include any sales or use taxes. Applicable Taxes will be applied at the time of invoicing. If payment is made prior to invoicing, please add appropriate sales or use taxes to your payment.

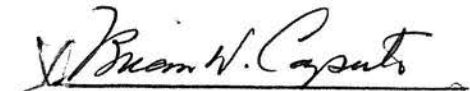

Customer Signature

Scantron Renewal Team
10/21/2017

Customer Name _____
Customer Title _____
Purchase Order # 355444

Terms & Conditions:

Scantron will provide services at the prices indicated for the term listed above. This agreement will remain in effect after that date unless cancelled or modified by either party in accordance of the Agreement terms and conditions found at www.scantron.com/legal/terms



Brian W. Caputo, Ph.D., C.P.A.
Vice President/CFO
Administrative Affairs

OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.
6. Onsite
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.
7. Enhanced Depot
Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange
In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot
Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.
IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party. sixty (60)
15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.
18. If applicable, software maintenance and support services will be provided in accordance with the *Software Support & Hosting Services Terms* found at www.scantron.com/legal/terms.

Bill To:**College of DuPage**

College of DuPage Accounts Payable
425 Fawell Blvd.
Glen Ellyn, IL 60137

Accounts Payable, SRC2049
Phone: 630-942-2228
Fax: 630-858-9078

Vendor:

1089244
Scantron Corporation
2020 S. 156th Cr
P.o. Box 45550
Omaha, NE 68145-0550
Attn: Nancy Friedman

Phone: 800-722-6876 x7777
Fax:

PURCHASE ORDER

355444

Page: 1

Release Method: Hard Copy

Release Date: 12/13/2017

Created Date: 12/13/2017

Ship To:

College of DuPage Shipping & Receiving
425 Fawell Blvd.
Glen Ellyn, IL 60137

Purchasing, Manager

Phone: 630-942-2238

Fax: 630-942-2417

Deliver To: Janelle Walker**PO Created By:** Castellanos, Susan**Purchase Order Comments:****Requisition Number(s):** 663640**Requisitioner Name(s):** Janelle Walker

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	Each	Scantron Software Support Renewal	\$475.00	\$475.00
Deliver To: Janelle Walker						
Sub Total: \$						475.00
Total: \$						475.00
Account Code Summary						
Account Code	Account Description					Amount
01-10-00226-5304001						\$475.00

Terms and Conditions:

1. F.O.B. DESTINATION unless otherwise indicated under Purchase Order Comments.
2. College of DuPage will only accept electronic invoices, which can be in any format, including but not limited to PDF, Word, Excel. Invoices must reference the COD Purchase Order Number. Invoices are to be emailed to invoicing@cod.edu. Questions about payment status or other inquiries, please email acctpays@cod.edu or call 630-942-2228.
3. All payments are processed via ACH transfer on a weekly basis. You are strongly encouraged to set up your ACH account upon receipt of this PO to avoid unnecessary payment delays. A letter will be sent to you under separate cover which outlines the set-up instructions, your log-in, and temporary password. Invoices must be received in an electronic format at least three weeks prior to the due date and are to be emailed to invoicing@cod.edu. Paper checks are issued once-a-month. A paper check will be issued to foreign vendors that are not eligible for ACH transfer.
4. All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.
5. All solicitations must be directed to the Purchasing Department. Any vendor selling directly to any faculty or staff member, without prior authorization from the Purchasing Department will be removed from our vendor list.
6. College of DuPage is exempt from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax. The College's Tax Exemption Identification Number is E9997-3391-06.
7. If unable to ship and/or deliver as required, advise the Purchasing Department immediately with full details at 630-942-2217.
8. All packages shall clearly indicate the purchase order number and contain a packing list of all contents with itemized descriptions.
9. All shipments are accepted subject to inspection and approval by College of DuPage.
10. Any company/organization to be awarded a contract for goods and/or services must be in compliance with the fair employment practice act and all rules & regulations thereunder.
11. Suppliers are required to comply with executive orders 11246, 11375, The Rehabilitation Act of 1973, and the Vietnam Readjustment Act of 1974.
12. All contracts for construction work are subject to the provisions of 820 ILCS 130, ch. 48, Par. 39s-1 through 39s-12, providing for payment of the prevailing rate of wages to laborers, workmen & mechanics. Contractor shall submit to the College, monthly certified

Bill To:**College of DuPage**

College of DuPage Accounts Payable
425 Fawell Blvd.
Glen Ellyn, IL 60137

Accounts Payable, SRC2049

Phone: 630-942-2228

Fax: 630-858-9078

payroll records for all workers and sub-contractors utilized for the project.

PURCHASE ORDER

355444

Page: 2

Release Method: Hard Copy

Release Date: 12/13/2017

Created Date: 12/13/2017

CONTRACT APPROVAL COVER SHEET

Contract Name: Scantron Software Support Renewal

Requesting Department: Nursing Date Initiated: 11/6/2017

Contact Name: Janelle Walker Phone: x2569

Email Address: walkerj386@cod.edu

Vendor Name: Scantron Phone: 651-683-6230

Vendor Contact: _____ Email: scantronrenewals@scantron.com

Total Contract: \$ 475.00 Contract Dates: Start: 1/29/2018

FY Budget \$ 475.00 End: 1/28/2019

Contract Purpose: Renewal of existing software support agreement for Scantron Software utilized by the Nursing Department

Contract Type: ☐ Independent Contractor ☒ Service Agreement ☐ Lease
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☐ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Requester: Janelle Walker

Budget Mgr.: Dr. Chaudhry

Dept. Adm.: Donna Stewart

Sign

Janelle Walker

Dr. Chaudhry 11/8/17

Donna Stewart 11/13/17

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to purchasing@cod.edu.

Purchasing Dept. Use Only

Comments _____

Approval Initials _____

REVIEWED

By E. Roberts at 12:47 pm, Dec 08, 2017

CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at purchasing@cod.edu. Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to purchasingforms@cod.edu.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



STANDARD TERMS AND CONDITIONS
HARDWARE, SOFTWARE AND SERVICES

1. ORDERS. These Standard Terms, together with any Schedules (collectively the "Agreement") form a legal agreement between Scantron Corporation ("Scantron") and the legal entity that orders Products and/or Services from a proposal, order form or other sales documentation ("Order") incorporating this Agreement ("Customer"). Products and Services may be set forth in a Purchase Order, but Purchase Order terms are not binding unless Scantron expressly assents to such terms in writing. This Agreement forms the complete contract for this transaction between Scantron and Customer.

2. DEFINITIONS.

"Custom Productions" means the reproduction by Scantron of materials provided by Customer, or the creation or printing by Scantron of Forms or other materials pursuant to Customer's directions or specifications.

"Customer Content" means all materials posted by Customer within Software or provided to Scantron for Customer's use with a Product, including but not limited to Customer's item bank of testing materials and item banks or other materials owned by third parties.

"Documentation" means any user manuals and/or other materials accompanying the applicable Product or Service that describe product features or functionality.

"Product" means any hardware, software, forms printed by Scantron (the "Forms"), third party products or other items provided by Scantron and/or its affiliates and subcontractors as described in the applicable Schedule or Documentation.

"Purchase Order" means any Customer-issued order form or other communication authorizing or memorializing the purchase of Products and/or Services.

"Schedule" means any Scantron Orders, attachments, statements of work, click-through license agreements, specification documents or other documents, either signed by the parties or incorporated by reference in another Schedule, that provide the terms applicable to specific Products or Services. In the event of an inconsistency, the specific terms of a Schedule govern over these Standard Terms.

"Service" means installation, training, consulting, implementation, support, hosting or other services provided by Scantron and/or its affiliates and subcontractors as described in the applicable Schedule or Documentation.

3. TITLE; RISK OF LOSS; DELIVERY. Scantron will use reasonable efforts to deliver the Products and Services to Customer on or before specified delivery dates. Delivery of Software occurs when it is shipped, made available for download, or otherwise provided to Customer. For Software hosted by Scantron, delivery occurs when the Software is first made available to Customer for use. If hardware Products are purchased by Customer under this Agreement, Scantron transfers title to Customer upon shipment of the hardware Products. However, Scantron retains a purchase money security interest in the hardware Products until paid in full by Customer. Customer agrees to execute appropriate documents to permit Scantron to perfect its purchase money security interest. Scantron bears the risk of loss for Products up to and including their date of shipment. Thereafter, Customer assumes all risk of loss. All Products will be shipped FOB Origin. If Customer is to lease any hardware Products, a separate leasing agreement must be executed. Customer will promptly inspect and accept or reject the Products and/or Services upon delivery. Absent Customer's earlier written acceptance, Products and Services are accepted 30 days following delivery.

4. SOFTWARE LICENSE GRANT. To the extent that software Products are acquired by Customer under this Agreement (the "Software"), Scantron grants a non-exclusive, non-transferable license to the Software (the "License Grant"). Documentation is included in and with the license for the Software. Each License Grant is only for the United States and Canada and provides Customer with the right to use the Software object code (not source code) for Customer's internal purposes only, to perform services in the normal course of Customer's business, and consistent with the applicable Documentation. A Schedule, including any click-through license agreement that accompanies the Software, may define additional or alternative terms and conditions. If you do not agree to any click-through license agreement that is not made available for review before placing your order, you must notify Scantron within 15 days of delivery of your rejection of such terms, and must promptly return the Product and accompanying items for a refund of the applicable fee. Scantron or its designated agents shall have the right to enter and inspect Customer's records and/or its computer systems for the purpose of auditing Customer's use of the Software. Access will be permitted with reasonable advance notice during business hours.

5. SERVICES. To the extent any Services are purchased by Customer under this Agreement, all technical information, custom software, know-how and other intellectual property supplied by Scantron to Customer in the course of performing any Services (the "Work Product") is licensed to Customer in accordance with the provisions of this Agreement. Upon delivery, Work Product shall be "Software" under the terms of the Agreement. Scantron may charge a reinstatement fee to support or service Products not continuously under warranty and then service, support and/or maintenance (as applicable). CUSTOMER ACKNOWLEDGES THAT AS PART OF ANY INSTALLATION SERVICES, SCANTRON MAY "ACCEPT" CLICK-THROUGH AGREEMENTS FOR THE PRODUCTS AND THIRD PARTY PRODUCTS ON BEHALF OF CUSTOMER. Hardcopies of such click-through agreements are available upon request.

6. COMPENSATION. In addition to applicable Product and Service fees, Customer will reimburse Scantron's out-of-pocket costs including shipping and reasonable travel and living expenses. Invoices shall be paid within 60 days of receipt without deduction, withholding or offset. Scantron may suspend any License Grant and/or Services provided under this Agreement until payments are brought current. Amounts not paid when due are subject to finance charges of 1.5% per month or the highest rate permitted by law (whichever is lower). Customer will pay or reimburse Scantron for all duties, taxes (other than taxes on Scantron's income), fees or other similar amounts assessed or imposed by governmental authorities. Scantron may at any time charge fees for Products, Services or other items respecting future orders. Fees for Services not scheduled within 9 months of invoice date will be forfeited unless extended in writing by Scantron.

7. TERM; TERMINATION. This Agreement remains in effect until Services are complete and all License Grants extended under this Agreement, if any, cease. Products or Services provided pursuant to a Schedule that defines a term may not be terminated during such term except as provided in such Schedule. Notwithstanding the foregoing, if a party fails to cure a default within 30 days after written notice explaining the default, the non-defaulting party may immediately terminate any License Grants, Services or other items to which the default relates. Termination of this Agreement terminates further performance by the non-terminating party. If the termination is based upon a default with respect to Software, Customer must immediately uninstall and stop using all copies of such Software, return to Scantron or destroy all copies of any Software and Documentation in Customer's possession or control within 20 days of termination, and certify the return or destruction of all Software and Documentation if requested by Scantron. Early termination does not relieve Customer of any payment obligations which arise prior to the effective date of such termination. Sections 6, 8, 9F, 10, 12B, 12D, together with any terms of the Agreement that can be reasonably interpreted to survive termination, shall survive.

8. PROPRIETARY RIGHTS; CONFIDENTIALITY/PRIVACY/SECURITY.

A. PROPRIETARY RIGHTS. The Products and Services (including any Work Product) are protected by copyright, trade secret and other proprietary rights of Scantron and its suppliers. Software and Work Product are licensed, not sold, to Customer. Scantron reserves all rights in Products, Services and Documentation not expressly granted to Customer.

B. LIMITATIONS ON USE. Customer will not: reproduce Products or Services; sell or sublicense Products or Services; permit the use of Software, Services or Documentation by others or otherwise operate Software for third parties (e.g., as a service bureau or data processing service); modify or translate Software, disassemble, reverse engineer or decompile Software or otherwise attempt to discover trade secrets related to Software, use the Software in excess of the licenses granted and license fees paid.

C. CONFIDENTIALITY. Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of this Agreement. The party receiving Confidential Information will use such information solely for performance under this Agreement, not disclose such information to any third party (excluding agents and, in the case of Scantron, its affiliated companies); and otherwise protect such information from any unauthorized use or disclosure. The receiving party shall bind its employees, agents and affiliates having access to Confidential Information to confidentiality obligations consistent with this provision. Neither party will be obligated to keep confidential any information that is: publicly available through no fault of such party; received by such party from a third party not under a confidentiality obligation regarding the information; independently developed by such party without referring to the Confidential Information; or required by applicable law to be disclosed by such party. Scantron may reflect the Customer's name in a customer list and the respective products involved.

D. CUSTOMER CONTENT AND CUSTOM PRODUCTIONS. No ownership interest in Customer Content or Custom Productions shall be transferred to Scantron, and Scantron will not use Customer Content or Custom Productions other than as contemplated by the Agreement. Customer warrants that any Customer Content and Custom Productions are either owned by Customer, or Customer has all rights required for Scantron to use or reproduce such Customer Content and/or Custom Productions in the manner intended pursuant to the Agreement. Customer will indemnify, defend and hold Scantron harmless from any claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities of any nature arising from or related to claims that Custom Productions and/or Customer Content violate the rights of any third party.

E. PRIVACY/SECURITY. Scantron will maintain and monitor policies and procedures to meet the data privacy and security objectives of the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act ("GLBA"), the Fair and Accurate Credit Transactions Act ("FACTA"), the Fair Credit Reporting Act ("FCRA"), and other related laws and regulations (collectively, the "Privacy Laws"), by addressing administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of nonpublic personal information relating to students, patients or other consumers; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer. Unless otherwise specifically agreed in a Schedule, Customer shall be solely responsible for responding to third party requests to disclose or change any such information. With reasonable advance notice, Scantron will permit a review during regular business hours to assess whether appropriate controls are in place, or will provide documentation to verify compliance with its obligations under this paragraph. If Customer is a "covered entity" under HIPAA, Scantron will execute a business associate agreement ("BAA") upon the reasonable request of Customer and to the extent required by law. Upon execution by both parties, such BAA shall be incorporated herein by this reference. To the extent of an inconsistency the terms of such BAA shall govern.

9. WARRANTIES.

A. FORMS. Upon delivery, Scantron warrants the Forms against material defects in materials and workmanship when used normally in accordance with the applicable Documentation. If a problem occurs with the Forms caused by an error in Scantron's manufacturing process, Scantron will replace any defective Forms. Scantron reserves the right to examine all Forms claimed to be defective. If Scantron determines the Forms to be defective, Scantron will take the necessary steps to correct the problem by reprinting or using alternative data capture methods.

B. HARDWARE PRODUCTS. For a period of 30 days (or such other period as agreed in a Schedule, hereinafter the "Hardware Warranty Period") following the delivery, Scantron warrants hardware Products against material defects in materials and workmanship when used normally in accordance with the Documentation. A Schedule for hardware Products may include one of the following specific warranties:

DEPOT WARRANTY. During the Hardware Warranty Period, Customer shall ship, at its own expense, defective hardware Products to the Scantron Depot Service Center for repair. The cost of return shipping shall be paid by Scantron.

CENTRAL EXCHANGE WARRANTY. During the Hardware Warranty Period, Customer shall promptly call Scantron's Call Center for diagnosis and consultation. Upon Scantron's diagnosis that the hardware is defective, Scantron will ship a replacement for the hardware Product. Customer shall install the replacement per Scantron's specifications. Within 5 business days of receipt of the replacement, Customer shall return the original defective Product to Scantron via the enclosed shipping label. If Customer fails to return the Product within 10 business days, Customer shall be charged the full retail value of the Product.

ON-SITE WARRANTY. During the Hardware Warranty Period, Scantron shall provide repair services at Customer's premises (during Scantron's regular business hours).

Scantron will use reasonable efforts to correct any hardware Product (by either repair or replacement, at Scantron's sole discretion) that fail to comply with the applicable warranty. Customer must give Scantron prompt written notice of failure during the applicable warranty period, and Scantron must be able to reproduce the noncompliance. Unless otherwise specified in a schedule, the terms of the Depot Warranty apply to Scantron hardware Products. Even if delivered as an inseparable part of a hardware Product, Software is covered exclusively by the Software Warranty. Customer will provide reasonable assistance to Scantron in reproducing the failure.

C. SOFTWARE. For a period of 90 days following the delivery of the Software (or such other period as agreed in a Schedule, hereinafter the "Software Warranty Period"), Scantron warrants the CD, DVD downloaded files or other media against defects in materials or manufacture. If Customer notifies Scantron during the Software Warranty Period, Scantron will, at its expense, replace any defective media returned to Scantron and will use reasonable efforts to correct material failures of the Software to function in accordance with applicable Documentation. If Scantron is unable to comply with the foregoing limited warranty, Customer's sole and exclusive remedy shall be to terminate the License Grant by returning the Software for a refund of the Software fees. Scantron's sole obligation, and Customer's sole remedy, is to correct such errors, which may include

reasonable "work-around" solutions. If the failure reported is attributable to user error, to Customer's failure to provide an acceptable operating environment, or to any other non-warranted cause, then Customer will be obligated to pay Scantron for its time and expenses incurred in diagnosing the cause, at Scantron's then-standard rates.

D. SERVICES. For a period of 30 days following completion Services (or during such other period as agreed in a Schedule, hereinafter the "Services Warranty Period"), Scantron warrants that the Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed, and that Work Product, if any, will substantially meet the specifications stated in a Schedule when delivered by Scantron for installation. Provided that Customer gives Scantron written notice of a failure to meet the foregoing warranty within the Services Warranty Period, Scantron will use reasonable efforts to correct any Services that fail to comply with the foregoing warranty. There is no assurance that Work Product will be error-free, but Scantron will undertake to identify and correct material, reproducible Work Product and/or Documentation errors that Customer timely brings to Scantron's attention. If Scantron is unable to correct or re-perform the Services, Customer's sole and exclusive remedy shall be a refund of the reasonable portion of the fees paid with respect to such Services.

E. THIRD PARTY PRODUCTS. Some Products and Services may include or operate in conjunction with computer programs, data or hardware supplied by a third party. Other than third party programs or data that are embedded in, and delivered as, an inseparable part of the Product or Services, all third party computer programs, data and hardware ("Independent Third Party Products") are supplied "AS IS" by Scantron. If Independent Third Party Products are supplied with separate warranty and support terms that can be passed through to Customer, the third party that supplies such programs and data is responsible for fulfilling such warranty and support terms, and Scantron makes no warranty and assumes no obligation with respect to such items.

F. EXCLUSIVE WARRANTIES AND REMEDIES. Scantron does not warrant that the Products are free from all bugs, errors or omissions, or that Services will be uninterrupted or error-free. The foregoing warranties do not extend to any failure of the Products or Services caused by: modification or change not made by Scantron; noncompliance because of use of the Products or Services in combination with items furnished by anyone other than Scantron or not approved in writing for use with the Products or Services by Scantron; or use of the Products in an operating environment other than as specified in writing by Scantron; damage caused by accident, abuse, misuse, liquid contact, power surge, fire, earthquake or other external cause. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATIONS OF LIABILITY. SCANTRON'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS, SERVICES, DELIVERABLES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, WILL IN NO EVENT EXCEED THE FEES PAID TO SCANTRON BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN 2 YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. IN NO EVENT WILL SCANTRON BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SCANTRON'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY PRODUCTS, SERVICES, DELIVERABLES, OR OTHER ITEMS.

11. DEFENSE OF INFRINGEMENT CLAIMS. Scantron will defend Customer against any claim based upon infringement of any U.S. patent, copyright or trademark by the Products (not including the Independent Third Party Products), provided that: Customer promptly notifies Scantron of such proceeding. Scantron has exclusive control over the defense and settlement of the proceeding. Customer provides reasonably requested assistance in the defense and settlement of the proceeding, and Customer complies with any settlement or court order made in connection with such proceeding. Scantron will indemnify Customer against any and all damages, costs and attorneys' fees finally awarded against Customer in any such proceeding, reimburse Customer's reasonable, out-of-pocket expenses incurred in providing assistance requested by Scantron, pay any amounts agreed by Scantron in settlement of any claims of infringement. Scantron's obligations under this Section will not apply to any infringement arising out of: use or combination of the Products with products, goods, services or other items not furnished for use with the Products and/or Services by Scantron; modification or change not made by Scantron; use of an infringing version of the Products when a comparable noninfringing version has been made available to Customer; or Products developed to specifications which Customer has supplied or required of Scantron. In the event that Scantron reasonably believes it will be required to discontinue offering the Products, Scantron will, at its option, do one of the following: obtain for Customer the right to continue use of the Products; modify the Products to make them noninfringing; or if Scantron is not reasonably able to accomplish the foregoing, terminate Customer's right to use the infringing Products and refund to Customer a pro-rata portion of the fees Customer paid to Scantron for such Products, amortized on a three-year straight line basis from the date of delivery. THIS SECTION STATES THE ENTIRE LIABILITY OF SCANTRON WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCTS, SERVICES, WORK PRODUCT OR OTHER ITEMS FURNISHED UNDER THIS AGREEMENT.

12. MISCELLANEOUS.

A. NO WAIVER. The failure of either party to enforce any rights under this Agreement or to take action against the other party will not be deemed a waiver by that party as to subsequent enforcement of rights.

B. ASSIGNMENT. This Agreement may not be assigned or transferred in any way by Customer without Scantron's prior written consent. Attempted assignments without Scantron consent are void.

C. NOTICES. Notices shall be in writing and delivered by hand, mail or courier and will be deemed delivered only upon receipt.

D. DISPUTES; APPLICABLE LAW AND VENUE. This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of Illinois, USA, or the laws of such other state as identified in a Schedule, without reference to its choice of laws principles. Customer and Scantron each waive application of the 1980 UN Convention on Contracts for the International Sale of Goods. In the event of a dispute, the parties will first attempt to resolve the matter informally through good faith negotiations involving executives from each party. Failing resolution, the parties agree to mediation administered by the American Arbitration Association. The costs of mediation shall be shared equally by the parties. All disputes shall be brought in the federal or state court with jurisdiction over residents of Illinois, or such other venue as is specified in a Schedule, and each party consents to the exclusive jurisdiction of such courts.

E. EQUAL EMPLOYMENT OPPORTUNITY; AFFIRMATIVE ACTION. In connection with Scantron's performance under this Agreement, unless exempt, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, 41 C.F.R. § 1.4(a), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, 41 C.F.R. § 250.5(a), Section 503 of the Rehabilitation Act of 1973, as amended, and 41 C.F.R. § 741.5(a) are incorporated by reference. Scantron has developed and maintains an affirmative action program.

F. INSURANCE. Scantron shall carry and maintain commercial general liability insurance in an amount not less than \$1 million per occurrence with a \$2 million aggregate covering claims for bodily injury, death, personal injury or property damage.

G. RESTRICTED RIGHTS. If Customer is the United States Government or any agency or instrumentality thereof, the Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to restriction as set forth in (i) subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 (October 1988), if Customer is subject to Department of Defense Federal Acquisition Regulations, or (ii) FAR 52.227-19 (June 1987), if Customer is not subject to the DFAR, but is the United States Government or any agency or instrumentality thereof. The "manufacturer" or "contractor", for purposes of such provisions, is Scantron Corporation, 1313 Lone Oak Road, Eagan, MN 55121-1334. The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software and Documentation with only those rights set forth herein.

H. COMPLIANCE WITH LAWS. Customer shall, at all times, use the Products and Services in compliance with all applicable laws, including observing the terms and conditions of its own privacy policies and applicable copyright laws when requesting the design and printing of forms.

I. ENTIRE AGREEMENT. This Agreement in conjunction with the applicable purchase order and Schedules supersedes any and all prior agreements among the parties related to the Products, the Services and any other items provided hereunder. No modification of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.

- END -

From: walkerj386@cod.edu
Sent: Thu Oct 26 11:44:39 CDT 2017
To: invoicing@cod.edu
CC:
Subject: Invoice for Scantron

Please process the attached invoice for PO#354338. Thank you! Janelle Walker, RN, BSN Coordinator for Nursing Support College of DuPage 425 Fawell Blvd Glen Ellyn, IL 60137 630-942-2569 -----Original Message----- From: walkerj386@cod.edu [mailto:walkerj386@cod.edu] Sent: Thursday, October 26, 2017 11:42 AM To: Walker, Janelle Subject: Scanned from a Xerox Multifunction Printer Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer. Attachment File Type: pdf, Multi-Page Multifunction Printer Location: HSC2207 Device Name: Printer-293

[attachment: Scantron invoice 10-25-17.pdf]

Notice for Software Renewal – Return with PO#



1313 Lone Oak Road
Eagan, MN 55121
(E): scantronrenewals@scantron.com
(F): 651.683.6230
Invoice Questions: 800.228.3628 x3281
Renewal Questions: 800.228.3628 x6205

Renewal Address (Bill to):

ATTN : JENNIFER CHIAVOLA
COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

Located AT:

COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN IL 60137

Renewal Dates: 01/29/2018 - 01/28/2019
Contract Number: 238203
Customer Number: 200235331
Prior Year PO #: 349749 (17)

Your existing software support agreement is up for renewal for the effective dates listed above. Your product/support listing and price quote for the upcoming term appears below.

Sign below to acknowledge your renewal and return this letter via email, fax, or mail to the address at top of this letter.

Item Number	Item Description	Serial Number	Price
RPSW	ParScore Workstation	008001241	475.00
Total Amount (USD):			\$475.00

The price quote does not include any sales or use taxes. Applicable Taxes will be applied at the time of invoicing. If payment is made prior to invoicing, please add appropriate sales or use taxes to your payment.

Customer Signature

Scantron Renewal Team
10/21/2017

Customer Name _____
Customer Title _____
Purchase Order # _____

Terms & Conditions:

Scantron will provide services at the prices indicated for the term listed above. This agreement will remain in effect after that date unless cancelled or modified by either party in accordance of the Agreement terms and conditions found at www.scantron.com/legal/terms

APPROVED
01/03/18 - MUHAMMAD CHAUDHRY