

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: TargetX.com LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Bunker Hill Community College MMARS Department Code:	
Legal Address: (W-9, W-4): 1001 East Hector Street, Suite 110, Conshohocken, PA 19428		Business Mailing Address: 250 New Rutherford Ave, Boston MA 02129	
Contract Manager: Jeremy Schaeffer	Phone: 269.861.0803	Billing Address (if different): apayable@bhcc.edu	
E-Mail: jschaeffer@liaisonedu.com	Fax:	Contract Manager: Alicia D'Oyley	Phone: 617-228-3267
Contractor Vendor Code: VC		E-Mail: alicia.doyley@bhcc.edu	
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: 9/30, 20 25. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input checked="" type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: __ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A): __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) BHCC PAYS THROUGH EFT PAYMENT ONLY			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Total Community College Suite Subscription, Total Implementation Services rendered through September 30, 2025 As per the attached quote #BHCC - March 27 2024			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 9/30, 20 25, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>John A. Collins IV</i></u> , Date: <u>03/29/2024</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John A. Collins IV</u> Print Title: <u>VP, Accounting & Treasury</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>John K. Pitcher</i></u> , Date: <u>04/01/2024</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John K. Pitcher</u> Print Title: <u>Vice President for Administration & Finance/CFO</u>	



COMMONWEALTH TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS

This Commonwealth Terms and Conditions for Information Technology Contracts ("IT Terms and Conditions") form is jointly issued by the Executive Office of Technology Services and Security (EOTSS), the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors to govern Contracts subject to the object codes for information technology, as defined by the Office of the Comptroller's [Expenditure Classification Handbook](#), or other Contracts as expressly approved in writing by EOTSS, ANF, OSD, and CTR. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form shall be void. Upon execution of the Standard Contract Form and filing as prescribed by the Office of the Comptroller, these IT Terms and Conditions will be incorporated by reference into any Contract for IT commodities or services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. The Commonwealth's possession, installation, or use of proprietary IT commodities or services, developed by Contractor for the open market without the use of State funds, shall not transfer title or ownership thereof to the Commonwealth. A "Contract" shall mean, in the following order of priority: (i) these IT Terms and Conditions; (ii) the Standard Contract Form issued jointly by ANF, CTR and OSD, and the Standard Contract Form Instructions and Contractor Certifications; (iii) the Request for Response (RFR) or applicable solicitation document, as it may be amended by the Department; (iv) the Contractor's response to the RFR or applicable solicitation document, as it may be amended by the Department and Contractor, including any negotiated terms and conditions allowable pursuant to law or regulation; (v) a solicitation created by the Department for a particular engagement such as a Request for Quote (RFQ), as it may be amended by the Department; (vi) any negotiated terms and conditions governing a particular engagement, as expressly agreed to in writing between the Department and the Contractor; and (vii) the Contractor's response to the Department's solicitation.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. The Department may, in its sole discretion, agree to pre-payment for subscription-based IT commodities or services for a term length as specified in the Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) of 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may, without penalty, terminate or suspend a Contract: (i) without cause; (ii) if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract; (iii) in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract; or (iv) in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price



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increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality, Privacy, and Protection of Data. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data" and shall comply with M.G.L. c. 93H if the Contractor accesses "personal information." The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems. See also the Commonwealth's Standard Contract Form and the Enterprise Security Policies and Standards: <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor. Upon prompt written notice to the Contractor, the Department may assign or delegate, in whole or

in part, or transfer any liability, responsibility, obligation, duty or interest under a Contract, to another Department, provided that the assignee has agreed to take full responsibility of such Contract, liability, responsibility, obligation, duty or interest.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these IT Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Contractor shall be responsible for the acts and omissions of its subcontractors. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Liability. Unless otherwise exempted by law, and subject to Section 13, the Contractor shall be liable for any and all claims, liabilities, and costs which arise out of the Contractor's performance of a Contract.

12. Indemnification. The Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees, against any and all claims, liabilities, and costs for personal injury, property damage, or infringement of intellectual property rights, (each, an "Unlimited Claim"), and all claims, liabilities, and costs, in connection with a security or data breach, or unauthorized disclosure of data, (each, a "Data Breach"), and other claims, liabilities, and costs, which arise out of Contractor's performance of a Contract. After prompt notification by the State, the Contractor shall have an opportunity to participate in the defense of claims and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this Section 12. The Contractor (including its agents, officers, employees or subcontractors) shall at no time be considered an agent or representative of the Department or the State. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

13. Limitation of Liability. Absent a higher limitation of liability expressly agreed to in a particular Contract between the Department and the Contractor, the limitation of liability in this



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Section 13 shall apply. This Section 13 shall not limit the State's right of recovery for the Contractor's indemnification obligations for an Unlimited Claim under Section 12, nor the State's ability to join the Contractor as a third-party defendant in connection with an Unlimited Claim or Data Breach. The Contractor's liability for any Data Breach shall not exceed the greater of: (i) \$250,000; (ii) the amount mandated by applicable State or Federal law; (iii) five times the total value of the Contract (or in the case of subscription-based Contracts, five times the total value of the Contract during the committed subscription term); or (iv) the total coverage provided by Contractor's insurance provider(s) for such Data Breach. The Contractor's liability for any other claim shall not exceed the greater of: (i) \$100,000; or (ii) two times the total value of the Contract (or in the case of subscription-based Contracts, two times the total value of the Contract during the committed subscription term). Except for the Contractor's indemnification obligations for an Unlimited Claim or Data Breach under Section 12, the Contractor shall not be liable for incidental or consequential damages, including without limitation, loss of use of equipment, lost revenue, lost savings or lost profits of the State.

14. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

15. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

16. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in State court in Massachusetts, unless a federal court in Massachusetts has

exclusive jurisdiction thereof. The Department, with the approval of the Office of the Attorney General (AGO), may: (i) consent to the jurisdiction of federal courts outside of Massachusetts; or (ii) agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation with the Contractor. No legal or equitable rights of the parties shall be limited by this section.

17. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these IT Terms and Conditions, as officially published by EOTSS, ANF, CTR and OSD, or any printed language of the Standard Contract Form shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these IT Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these IT Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these IT Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

December 8, 2023

Updated March 12, 2024

Bunker Hill Community College

Alicia D'Oyley

Dean, Enrollment Management and LifeMap

Dear Alicia,

We appreciate your continued partnership with TargetX. Below are the steps and important dates pertaining to your renewal for the Community College Suite for Bunker Hill Community College. Your renewal will be complete when this Renewal Order Form is signed. I've drafted a timeline below to help us finalize your renewal in a timely manner. Please review the proposed timeline and let me know if it aligns with your needs and internal processes, or if we need to make adjustments.

There are three parts:

Part 1: Renewal Overview - Summary of included TargetX and third party subscriptions.

Part 2: Pricing - Annual and total investment, term duration and invoicing schedule.

Part 3: Signatures

Important Note: TargetX updated our Master Service Agreement (MSA) in 2022. Under separate cover, I am sending the MSA for you to review and sign.

Important Dates

Date	Item
January 15, 2024	Client provides compliance documentation requirements (Security, Accessibility, Insurance, etc.) as well as required Amendments/Addenda.
February 15, 2024	MSA redlines and requested changes are due back to us.
February 29, 2024	Inclusions and pricing on this Renewal Order Form should be mutually agreed and finalized.
March 15, 2024	This Renewal Order Form should be signed by you and counter-signed by Liaison.
April 1, 2024	This Renewal Order Form expires if unsigned.
March 30, 2024	Your current Community College Suite for BHCC subscription expires. If Renewal Order Form is still outstanding, disruption of service may occur.

Sincerely,



Jeremy Schaeffer

Client Success Director

jschaeffer@liaisonedu.com

269.861.0803

Part 1: Renewal Overview

The following details the product subscriptions included in your renewal.

TargetX Products

TargetX Recruitment Suite

Subscription Includes:

- Unlimited TargetX Licenses
- TargetX Standard Technical Support, User Community, and Xpert Hub
- TargetX Recruitment-specific Fields, Workflows, and Triggers
- TargetX Pre-configured Reports
- TargetX Email
- TargetX Events and Appointment Scheduler
- TargetX Engage
- TargetX Telemarketing
- TargetX SMS (text messaging)
- TargetX Print (document creation)
- TargetX Forms
- TargetX Pre-built Vendor File Imports
- TargetX Application
- TargetX Application Review Tool
- TargetX Portal Builder
- TargetX UChat
- TargetX Insights

TargetX Products

TargetX Retention Suite

Subscription Includes:

- Unlimited TargetX Licenses
- TargetX Standard Technical Support, User Community, and Xpert Academy
- TargetX Retention-specific Fields, Workflows, and Triggers
- TargetX Pre-configured Reports
- TargetX Email
- TargetX Events and Appointment Scheduler
- TargetX Engage
- TargetX Telemarketing
- TargetX SMS (text messaging)
- TargetX Print (document creation)
- TargetX Forms
- TargetX Student Success Center

- TargetX Faculty Alerts
- TargetX Portal Builder
- TargetX UChat

Quantity	Third Party Products- Description
1 Instance	Informatica Cloud - data integration solution

Part 2: Pricing Options

TargetX Products		Annual Cost
TargetX Recruitment Suite		\$42,000
TargetX Retention Suite		\$26,250
Third Party Products	QTY	Annual Cost
Informatica Instance	1	Included
TOTAL		\$68,250

Terms and Invoicing Schedule

	Term 1	Term 2
Term Dates	March 31, 2024 - March 30, 2025	March 31, 2025 - September 30, 2025
Invoice Date	Upon Contract Signing/Contract Start Date	March 31, 2025
Invoice Amount	\$68,250	\$34,125
All invoices are due net 30 days.		
Contract duration	March 31, 2024 - September 30, 2025	
Total Contract Value	\$102,375	

Notes: In the event of any conflict between this Renewal Order Form and the Master Service Agreement, or any Proposal or TargetX [Description of Services](#), this Renewal Order Form shall prevail. Institutions are required to contract directly with Salesforce to

obtain Salesforce licenses to utilize the TargetX CRM. TargetX requires one of the user licenses to maintain administrative control over the application. Details and descriptions of the products and services listed above are provided in the proposal/statement of work. All professional services, including implementation services and Premier Services, if listed above, are only valid during the subscription term described above. Pricing for licenses of Third Party Products is subject to change. TargetX may, in its discretion, replace a Third-Party Product either (1) with another Third-Party Product having substantially similar functionality or (2) by including into the TargetX Products a substantially similar functionality to the replaced Third-Party Product. Client will reimburse TargetX for pre-approved expenses reasonably incurred in the performance of any services described above, including travel, lodging, etc.

Part 3: Signatures

This Renewal Order Form is subject to the Master Service Agreement.

Bunker Hill Community College		TargetX	
Signature	<u><i>John K. Pitcher</i></u> <small>John K. Pitcher (Apr 1, 2024 12:34 EDT)</small>	Signature	<u><i>John A. Collins IV</i></u>
Name	<u>John K. Pitcher</u>	Name	<u>John A. Collins IV</u>
Date	<u>04/01/2024</u>	Date	<u>March 29, 2024</u>
Title	<u>Vice President for Administration & Finance/CFO</u>		

My organization is tax exempt [☐] Yes [☐] No

Purchase
Order
Number _____

Billing
Contact
Name _____

Billing
Contact
Email _____

Billing
Phone
Number _____

Billing
Address _____

MASTER SERVICE AGREEMENT

This Master Service Agreement is between Bunker Hill Community College (“Client”) and Liaison International LLC, and all affiliates (“Liaison,” “Company”) and incorporates and includes any order form(s) signed by both parties entered into under this Agreement (“Order Form(s)” and along with this Master Service Agreement, collectively, the “Agreement”). This Agreement is effective as of 03/30/2024 (the “Effective Date”). In the event of any conflict between this Master Service Agreement and an Order Form, the MSA will govern unless otherwise explicitly stated in the Order Form.

1. PRODUCTS

Liaison hereby grants Client a nonexclusive and nontransferable right to (1) access and use Liaison’s Products that are specified in an Order Form(s) (the “Liaison Product(s)”), and (2) use any written materials and documentation related to the Liaison Products that Liaison generally provides to users of the Liaison Products (the “Documentation”). Before Commencing any product offerings Liaison and Client shall complete and execute an Order Form. Each Order Form shall specify those Liaison Products to be provided by Liaison, including, but not necessarily limited to, the scope, time frames, financial arrangements, any additional obligations, and responsibilities assumed by the parties. Each Order Form shall be signed by each party and shall incorporate the terms and conditions of this Agreement by reference. Liaison will provide Client those additional services (“Professional Services” and together with the Products, the “Liaison Products”) described in an Order Form(s). The applicable Liaison Product described in each Addendum shall be provided by Liaison to Client in accordance with the terms and conditions set forth in this Agreement and the applicable Addendum, including any attachments thereto. To the extent that any additional or different terms and conditions apply to the Liaison Product described in any Addendum, such additional or different terms and conditions shall be specified in such Addendum and/or in an attachment thereto. To the extent that there is any conflict between this Agreement and any Addendum or attachment, the Addendum or Attachment shall govern.

2. INTERNAL USE

(i) Client may use the Liaison Products and the Documentation only for its own internal business purposes and only to store, display, copy and process the data collected by Client in the ordinary course of its business (collectively, “Client Data”). The Liaison Products may only be used by the specific division, department, program, or portion of the Client specified in an Order Form (the “Division”). This Agreement and the Liaison Products do not extend to or benefit any other department, school, program, or part of Client that is not the Division specified in an Order Form. Client has no right to (a) make available or share the Liaison Products to any third party (except for alumni, students and applicants of Client as contemplated by the Agreement and only in connection with

their relationship with Client) or sublicense or sell the Liaison Products to any third party, (b) use the Liaison Products in service bureau, application service provider or software as a service mode or (c) generate any reports or analysis of any third-party data using Liaison Products.

3. UPDATES

Updates for Liaison Products, if applicable, will be made when such updates are made available to other users of the Liaison Products generally. If Liaison makes any updates, bug fixes, error corrections or patches to the Liaison Products and Client requests that Liaison not implement the same for Client then all representations and warranties with respect to the functionality of the Liaison Products will be deemed null and void. Notwithstanding the foregoing, Liaison may make and install security updates related to Liaison Products that Liaison deems necessary, which updates the Client may not refuse.

4. AUDITS

Although Liaison has no obligation to monitor Client’s use of the Liaison Products, Liaison may do so and may prohibit any use of the Products it believes may be (or alleged to be) in violation of the foregoing. Liaison, its licensors, and Third-Party Providers, if any, may audit Client’s use of the Liaison Products at least once per year and during normal business hours on 48-hours prior notice to Client.

5. FEES

(i) Client will pay Liaison (a) the upfront and recurring fees set forth in an Order Form(s) for its use of the Liaison Products and (b) any other amounts specified in an Order Form(s) for Liaison Products; provided, however, that if no rate is specified, such Products will be provided on a time and materials basis in accordance with Liaison’s standard billing rates in effect at the time the Liaison Products are purchased. All fees referred to in this Agreement are in United States dollars and do not include any duties, taxes or regulatory costs or charges. Liaison may increase the fees for any renewal period by providing Client notice of the increase at least forty-five (45) days prior to the end of the then current term. Client will reimburse Liaison for expenses reasonably incurred, including, without limitation, travel, lodging, and supplies, including expenses incurred as a result of Client requesting changes to previously scheduled travel dates subject to any limitations expressly stated in the Order Form.

(ii) Unless otherwise specified in an Order Form(s), any amount payable under this Agreement, except for any amount otherwise specified in an Order Form(s), any amount payable under this Agreement, except for amounts disputed in good faith, will be due within thirty (30) days after the date of Liaison’s invoice. Any amount that is not disputed in good faith and which is not paid by the due date for such payment, will accrue interest at the rate of 1.0% per month or at the

maximum lesser rate allowed by applicable law. Client will pay Liaison all such interest and costs of collection, including but not limited to, attorneys' fees and court costs, in addition to all overdue amounts.

6. TAXES AND REGULATORY COSTS

If Client or a Product is subject to sales and/ or additional taxes under applicable law, Client will be responsible for all such sales and/ or additional taxes, which may be invoiced directly by Liaison with sufficient detail to identify such tax. Liaison will be responsible for taxes based on its own income, payroll, gross receipts, real estate, and personal property in provision of any Products, and all other taxes incurred by reason of this Agreement will be the obligation of Client. Client will additionally be responsible for all regulatory costs and fees incurred by performance of this Agreement, including without limitation any regulatory approvals and export/import licenses necessary for the provision or importation of such Products, which may be invoiced directly by Liaison. All taxes, costs and fees that Client is responsible for under this sub-section are in addition to the other fees and expenses referred to in this Agreement.

7. CONFIDENTIALITY; PROPRIETARY RIGHTS AND DATA

(i) Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Liaison includes non-public information regarding features, functionality, and performance under this Agreement. Proprietary Information of Client includes Client Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Agreement or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

(ii) Notwithstanding anything to the contrary herein or otherwise, Liaison shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Product and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Liaison will be free (during and after the term hereof) to (a) use, share, sell and license usage statistics, analytics, reporting and results from such information and data

to improve and enhance the Liaison Products and for other development, diagnostic and corrective purposes in connection with the Liaison Products and other Liaison offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

8. EDUCATIONAL RECORDS

Liaison acknowledges that some or all of Client Data may constitute "education records" as defined by the Family Educational Rights and Privacy Act, as amended, and the United States Department of Education regulations promulgated thereunder (collectively, "FERPA"). Liaison will not use or allow access to Client Data except in accordance with the requirements established by Client that are provided to Liaison in writing, including without limitation Client institutional policy pertaining to use and disclosure of FERPA education records, as in effect from time to time.

9. OWNERSHIP OF MODIFICATIONS AND DATA

(i) Client exclusively, owns all right, title and interest in and to Client Data, excluding usernames, login credentials and passwords which are only owned by Client for as long as Client uses the Liaison Product, and which become Liaison's property immediately upon any termination of the Liaison Product or this Agreement. Client hereby expressly grants Liaison and its subcontractors the right to access and use Client Data and other information from Client solely for purposes of providing the Products and Client will obtain all consents and authorizations necessary for Liaison to do the same. In the event this Agreement is terminated Liaison shall own and retain all right, title, and interest in and to (a) the Products, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with Product Implementation or support, and (c) all intellectual property rights related to any of the foregoing.

(ii) All right, title, and interest in and to the Client Data, including, without limitation, all modifications, enhancements, and intellectual property rights thereto, shall belong solely to Client. Liaison shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Product any Client Data to the extent necessary to provide the Product and Other Products to Client. Notwithstanding the foregoing, Liaison may freely use any matter otherwise constituting Client Data if Liaison obtains such matter from a third party which was not under any restriction from disclosing same. Client, not Liaison, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and Liaison shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data unless such is caused by Liaison in breach of this Agreement or is caused by a failure of the Product to operate in accordance with the Documentation.

10. WARRANTIES; CONFORMITY TO SPECIFICATIONS

Liaison warrants that (i) the Liaison Products will operate substantially as expressly described in the Documentation and (ii) the Liaison Products will substantially conform to any specifications set forth in an Order Form for thirty (30) days after delivery. Client must notify Liaison in writing within fifteen (15) days following any breach of the above warranties and will transmit by e-mail or acceptable media all data processed by the Liaison Products as reasonably requested by Liaison to troubleshoot the reported nonconformity. If Client timely notifies Liaison of any such nonconformity, Liaison will use commercially reasonable efforts to cure such nonconformity of the Liaison Product or re-perform the Product Implementation, as applicable. The warranties contained in this Section will not apply if: (i) Client does not use the Liaison Products in accordance with the Documentation; (ii) Client alters, modifies or converts the Liaison Products; (iii) Client's computer(s) malfunction and the malfunction causes the defect, error or problem; or (iv) the defect, error or problem results from any other cause within the control of Client. THIS IS CLIENT'S EXCLUSIVE REMEDY FOR A FAILURE OF THE PRODUCTS TO CONFORM SUBSTANTIALLY TO ANY DESCRIPTION. NOTWITHSTANDING THE FOREGOING, NEITHER LIAISON NOR ANY THIRD-PARTY PROVIDER MAKES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OF ANY CONTENT INCLUDED IN THE PRODUCTS OR THE THIRD-PARTY PRODUCTS. NO THIRD PARTY FROM WHOM LIAISON OBTAINS OR LICENSES CONTENT OR FUNCTIONALITY FOR THE PRODUCTS MAKES ANY REPRESENTATION OR WARRANTY TO CLIENT. CLIENT UNDERSTANDS THAT THE PRODUCTS RELY ON CLIENT OBTAINING THIRD-PARTY PRODUCTS AND SERVICES, AND LIAISON MAKES NO REPRESENTATION OR WARRANTY ABOUT ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING SALESFORCE.COM PRODUCTS AND SERVICES. CLIENT AGREES AND ACKNOWLEDGES THAT LIAISON DOES NOT HAVE CONTROL OVER, AND DOES NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR, SECURITY ISSUES RELATING TO CLIENT'S CONFIDENTIAL INFORMATION, INCLUDING CLIENT DATA, MAINTAINED ON SERVERS OTHER THAN THOSE OWNED AND CONTROLLED BY LIAISON, INCLUDING ANY OF SALESFORCE.COM'S SERVERS AND ANY SERVERS USED BY THIRD PARTY PROVIDERS. NEITHER LIAISON NOR ANY THIRD-PARTY PROVIDER MAKES ANY WARRANTY (A) THAT THE LIAISON PRODUCTS OR ANY THIRD-PARTY PRODUCTS WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE LIAISON PRODUCTS OR THIRD-PARTY PRODUCTS WILL OPERATE ERROR FREE, WITHOUT INTERRUPTION, OR IN COMBINATION WITH OTHER SERVICES (EXCEPT AS PERMITTED BY THE DOCUMENTATION), (B) THAT ALL LIAISON PRODUCTS OR THIRD-PARTY PRODUCT DEFECTS ARE CORRECTABLE, OR (C) AS

TO THE USE OF THE LIAISON PRODUCTS OR THE THIRD-PARTY PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF WORKMANLIKE QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. REPRESENTATIONS

(i) Client represents and warrants to Liaison that (a) it has full authority to execute and perform this Agreement; (b) this Agreement has been duly executed and delivered by Client and constitutes the legal, enforceable and binding obligation of Client; (c) Client's execution and performance of this Agreement will not violate any law or breach any other agreement; (d) no approval, action or authorization by any governmental authority or agency is required for Client's execution and performance hereof and (e) it has the right to provide Client Data to Liaison.

(ii) Client will be solely responsible for the accuracy, quality, integrity and legality of Client Data and for the means by which Client acquired Client Data. Client is responsible for the use of the Liaison Products by its employees, alumni, students and applicants and Client will immediately notify Liaison of any unauthorized use of the Liaison Products. Client represents, covenants, and warrants that Client will use the Liaison Products only in compliance with Liaison's standard published Terms of Use policies and all applicable laws and regulations. Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Liaison Products, including, without limitation, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent. Further, Client hereby agrees to indemnify and hold harmless Liaison against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Liaison Products.

(iii) Liaison represents it has implemented data security measures for Client's Confidential Information maintained on Liaison servers. The term "data security measures" means commercially reasonable technical, physical, and procedural controls designed to (a) protect Client Data against unauthorized disclosure to third parties, and unauthorized access by its employees and contractors, and (b) prevent the introduction of viruses and other malicious code.

(iv) Liaison and Client represent they will use best efforts

to meet any deadlines to program schedules developed and approved by both parties. If Client misses a deadline Liaison reserves the right to move back program launch one business day for each business day Client is late.

12. INDEMNIFICATION

(i) Liaison will indemnify and hold Client and its employees, agents, successors and assigns harmless from and against any and all loss, damage, liability, and expense, including without limitation reasonable attorneys' fees, (collectively, "Loss") incurred by such indemnified party, arising from any action brought against such indemnified party by any third party to the extent that such action is based on a claim that any Liaison Product, when used in accordance with this Agreement, infringes a United States copyright or patent. However, Liaison will not be obligated to indemnify or hold Client harmless from or against any Loss arising from any action unless Client notifies Liaison in writing of the claim upon which such action is based within ten (10) days after it learns of such claim, gives Liaison sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Liaison Product is finally adjudged to so infringe, or in Liaison's opinion is likely to become the subject of such a claim, Liaison will, at its option and expense, either: (i) procure for Client the right to continue using such Liaison Product; (ii) modify or replace such Liaison Product to make it non-infringing as long as the Products have the same functionality in all material respects; or (iii) terminate this Agreement and provide Client a pro rata refund of any pre-paid fees in respect of such Liaison Product for the period after termination. Liaison will have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Liaison Product unless the infringing portion is also in the then current release; (x) use of the Liaison Products in combination with non- Liaison software, service data or equipment if the infringement was caused by such use or combination; (y) any modification or derivation of the Liaison Product not specifically authorized in writing by Liaison; or (z) use of third party software or services. THE FOREGOING STATES LIAISON'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR MISAPPROPRIATION, OR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION, OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS RELATED TO THE PRODUCTS.

(ii) Client will indemnify and hold Liaison and its employees, agents, successors and assigns harmless from and against any and all Loss, incurred by such indemnified party, arising from any action brought against such indemnified party by any third party (1) to the extent that such action is based on a claim that (a) Client does not have the right to provide Client Data to Liaison as contemplated by this Agreement or to use Client Data in connection with the Liaison Products, or (b) Liaison or such indemnified party is liable or responsible for any use of Client Data by Client; or (2) that arises from or relates to Client's use of the Liaison Products in violation of this Agreement or in violation of any applicable law, rule, or

regulation.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL LIAISON OR ANY OF ITS LICENSORS, SUPPLIERS OR AGENTS OR ANY THIRD-PARTY PROVIDERS BE LIABLE FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF LIAISON UNDER THE INDEMNIFICATION SECTION HEREOF, THE AGGREGATE LIABILITY OF LIAISON, ITS SUPPLIERS AND AGENTS, FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE SUM OF THE FEES PAID BY CLIENT TO LIAISON DURING THE SIX-MONTH PERIOD PRIOR TO THE CLAIM FOR THE LIAISON PRODUCTS OR THE THIRD PARTY PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM.

14. TERM AND TERMINATION; SUSPENSION

(i) This Agreement is effective on the Effective Date and will continue for the term(s) specified in the underlying Order Form(s) subject to any renewal provisions, (the "Term"). The Term shall thereafter renew for additional term(s) matching the currently in effect Order Form(s) unless (a) either party provides the other party with written notice of non-renewal at least six (6) months prior to the expiration of the then-current Term or (b) this Agreement or an Order Form is earlier terminated in accordance with this Agreement. In the event of renewal, the price(s) in the Order Form(s) for the additional term year(s) shall increase on an annual basis by the greater of the current U.S. Consumer Price Index or 5% (five percent).

(ii) Client may terminate this Agreement upon ninety (90) days' prior written notice if Liaison fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within a ninety (90)-day period after receipt of written notice.

(iii) Liaison may terminate this Agreement upon ninety (90) days' prior written notice if Client fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within a ninety (90)-day period after receipt of written notice.

(iv) Client's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.

(v) Liaison may suspend the Liaison Products at any time

if Client is in breach of any obligation under this Agreement that is not cured within ten (10) days after notice from Liaison or immediately if Liaison has reasonable concerns about a security threat that could affect the Products or the data of any other user.

15. EFFECT OF TERMINATION

Client's rights to the Liaison Products will terminate, and Liaison may cease to provide the Liaison Products, immediately upon any termination of this Agreement. Liaison will have no obligation to refund any amounts paid by Client under this Agreement upon its termination. Upon any termination or expiration of this Agreement Client will pay Liaison any outstanding invoices. In addition, if this Agreement is terminated for any reason other than under Section 14 (ii), and without limiting Liaison's other rights under this Agreement or applicable law, Client will pay Liaison 100% of the remaining balance of the total fees that would have been payable by Client for the balance of the applicable Term (as if this Agreement had not been terminated) and any additional amounts to which Liaison is entitled pursuant to applicable law.

16. GENERAL

(i) Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given (a) upon hand delivery, (b) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (c) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (d) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice will be delivered or sent to a party at its address, or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

(ii) This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law principles.

(iii) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that either party, may assign this Agreement without the consent of the other party in connection with any sale of all or substantially all of the assets of the business to which this Agreement relates. Any attempted assignment in violation of this Agreement will be invalid.

(iv) If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

(v) Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

(vi) No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

(vii) Each of the persons signing below on behalf of any party hereby represents and warrants that s/he is signing with full and complete authority to bind the party on whose behalf of whom s/he is signing, to each and every term of this Agreement. This Agreement may only be amended by a written document signed by all parties. There are no representations, warranties, or obligations of any party not expressly contained herein.

(viii) In the event of a conflict between the text of this document and any other document executed or incorporated by the parties to this agreement, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations.

(ix) Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued. Recognizing and acknowledging that any breach by Client of the provisions of their obligations set forth herein will cause Liaison irreparable damage for which other remedies may be inadequate, Client agrees that, in addition to monetary damages and any other remedies available to Liaison at law or in equity, Liaison will have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

(x) Client agrees that any purchase order, vendor/supplier form, or similar document that it may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order, vendor/supplier form, or similar document will be void and of no force or effect. If this Agreement is entered into in response to request for proposal or similar document of the Client ("RFP"), no terms of the RFP and no response to such RFP by Liaison will be incorporated into this Agreement, all of which will be of no force and effect.

(xi) Liaison has the right and authority to issue a press release describing the license and the parties' relationship.

Liaison will also have the right to use the name and logo of Client as a client of Liaison in promotional materials.

(xii) The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

(xiii) Client hereby agrees that the licensors of third-party software to Liaison and each Third-Party Provider will be considered third party beneficiaries of this Agreement and will be entitled to bring a direct action against Client in the event of breach of any applicable provisions of this Agreement, pursuant to the terms and conditions of this Agreement.

(xiv) Client's relationship to Liaison will be that of an

independent contractor. Neither Client and its employees nor Liaison and its employees are agents or legal representatives of the other party for any purpose and have no authority to act for, bind, or commit the other party. This Agreement does not establish a franchise, joint venture, or partnership, or agency relationship.

(xv) Neither party will during the Term and for a period of one year afterwards knowingly entice, persuade or otherwise solicit any of the others' employees, contractor/consultants or other representatives to leave the services of the other party for any reason, which restriction excludes general solicitations not directed at the other party's employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date:

**LIAISON INTERNATIONAL LLC, AND ALL
AFFILIATES**

Signature:



Name: John A. Collins IV

Title: VP, Accounting & Treasury

Date: March 29, 2024

BUNKER HILL COMMUNITY COLLEGE

Signature:

John K. Pitcher

John K. Pitcher (Apr 1, 2024 12:34 EDT)

Name: John K. Pitcher

Title: Vice President for Administration & Finance/CFO

Date: 04/01/2024

Dggghggxp #D#
TargetX Implementation Timeline

Notes:

*All professional services, including implementation services, if listed above, are only valid during the subscription term described above. Pricing for licenses of Third-Party Products is subject to change. Liaison may, in its discretion, replace a Third-Party Product either (1) with another Third-Party Product having substantially similar functionality or (2) by including into the Liaison Products a substantially similar functionality to the replaced Third-Party Product.

**If TargetX Implementation Services are purchased or included Client understands and recognizes implementation services are only available for the following time periods:

- Recruitment: First 12 months after commencement of term
- Retention: First 6 months after commencement of term or completion of Recruitment Implementation
- Insights: First 3 months after commencement of term or completion of Recruitment or Retention Implementation

Client will reimburse Liaison for expenses reasonably incurred in the performance of any services described above, including travel, lodging, etc.

In the event of any conflict between this Renewal Order Form and the Master Service Agreement, or any Proposal or TargetX Description of Services, this Renewal Order Form shall prevail.






Bunker Hill CC 2024 CC Suite Software License Renewal 3122024 (1)

Final Audit Report

2024-04-01

Created:	2024-04-01
By:	BHCC Purchasing (purchasedoc@bhcc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvSTf_wqoS0qGxX25Q_9Mzgwj-H1UytWZ

"Bunker Hill CC 2024 CC Suite Software License Renewal 3122024 (1)" History

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-  Document e-signed by John K. Pitcher (jkpitcher@bhcc.edu)
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