AGENCY INFORMATION SHEET

Please type or print clearly. All fields are required.

Date: _____

Name: _____

Title: _____

Phone number: (_____)_____   Fax: (_____)_____

Email address: _____

Agency Name: _____

Other Name: _____ (If your payment check may have been issued under another organization name (e.g. community college), please list that name as well.)

Agency City:

Agency State:

Technology contact:

Technology contact phone: (_____) _____

Technology contact email: _____

When do you plan to begin using NACCRRAware for day-to-day work?

If you have any questions or concerns, please email ndshelpdesk@usa.childcareaware.org or call the NDS Help Desk toll free at 1-866 789-7590.

NACCRRAware License Agreement

for Individual Voting Members

NACCRRA

<mark>Date</mark>

NACCRRAware SOFTWARE LICENSE AGREEMENT License number: <mark>Agency ID: XXXXX</mark>

This AGREEMENT dated as of is between National Association of Child Care Resource & Referral Agencies (NACCRRA) , 1515 N. Courthouse Rd – 3rd Fl., Arlington, VA 22201 (hereinafter called "Licensor"), and <mark>CCR&R agency name</mark>, (hereinafter called "Licensee").

1.0   DEFINITIONS

1.1   "Agreement" means this License Agreement, any amendment thereto, or any Schedule or Exhibit that exists as of the date of this Agreement or may hereinafter be incorporated by reference.

1.2   "Concurrent Licensed User" means an employee or volunteer of a NACCRRA Voting Member licensed to Use Licensed Programs, which have been designated by Licensor to be a Concurrent Software Application.

1.3   "Concurrent Software Application" is Licensed Programs, which may be shared by any number of Registered Clients.

1.4   "License Fees" means amounts charged to Licensee for the Use of Licensed Programs.

1.5   "Licensed Programs" means those computer software programs known as "NACCRRAware," incorporated herein by reference as Schedule A, (as well as any updates thereof furnished by Licensor pursuant to the terms of this Agreement) and in any written amendments thereto, in machine readable, printed or other form, including but not limited to instructional and operational manuals, flow charts, logic diagrams, file layouts and listings. The term Licensed Programs does not include source code in any form, such source code being the sole and exclusive property of Licensor, free from any claim or retention of rights thereto on the part of Licensee.

1.6   "Node Locked Software" means Licensed Programs, which is licensed for Use on a designated computer only.

1.7   "Proprietary Information" means the Licensed Programs in any embodiment, and any other information relating to the Licensed Programs received by Licensee from Licensor which is also identified by Licensor as proprietary or confidential.

1.8   "Record Set" means information or data merged, entered or saved by Concurrent Licensed User in Licensed Programs.

1.9   "Registered Client" means any computer system authorized to Use Licensed Programs and access data from or perform functions on a Server.

1.10   "Server" means a designated computer system situated at a specific location and configured with Licensed Programs to support an authorized number of Registered Clients and Concurrent Licensed Users.

1.11   "Site" means the physical location of a Server or Registered Clients.

1.12   "System Administrator" means a representative designated by Licensee as the responsible party for administering and operating the Licensed Programs and operating the Server and Registered Clients.

1.13   "Upgrade" means any version of the Licensed Programs which contains any modification, refinement or enhancement and which is generally made available by Licensor at an additional charge to its customers and Licensees, as determined in the sole discretion of Licensor.

1.14   "Use" means (i) transferring any portion of any Licensed Programs from storage units or media into the Licensee's computer equipment for processing; (ii) executing any portion of any Licensed Programs as a Registered Client or as a Concurrent Licensed User for any purpose; (iii) executing any portion of any Node Locked Software for any purpose; (iv) accessing any Server for the purpose of obtaining or preparing information or data created through the execution of Licensed Programs; or (v) merging any Licensed Programs in machine readable form into another program.

2.0   GRANT OF LICENSE

2.1   Subject to payment of the License Fee to Licensor, Licensor hereby grants to Licensee, and Licensee hereby accepts a perpetual (subject to the terms and conditions of the Agreement), personal, nonexclusive, nontransferable, and royalty-free license to Use the Licensed Programs, subject to the terms of this Agreement, and any amendments thereto, as such licenses are required to support implementation of Licensee's configuration of Server, Registered Clients, Concurrent Licensed Users, and Node Locked Software applications. The license granted does not authorize Licensee to change or modify the Licensed Programs.

2.2   Licensor reserves the right, upon prior notice to Licensee to audit usage and, if unauthorized Use is found, Licensee agrees to cease such usage immediately upon receipt of written notification, or to promptly purchase additional Licensed Programs such that the total of all purchased licenses reflects the actual number of licenses in Use. In addition, Licensee agrees to pay Licensor a fee of $150 for each unauthorized Use.

2.3   A separate license shall be required, together with the payment of additional License Fees and charges, to Use the Licensed Programs by any other than the Server or Registered Clients; provided, however, Licensee may temporarily transfer the license granted hereunder to a back-up Server located at the same Site as the Server if the Server is inoperative for reasons beyond Licensee's reasonable control and Licensee may temporarily transfer the license granted hereunder to a mobile computer ("laptop") for reasons of occasional and non-recurring use.

3.0   CONDITIONS OF LICENSE

3.1   Licensee must be a NACCRRA voting member in good standing. Not being a voting member in good standing will automatically terminate this Software License Agreement.

3.2   Licensee may, in accordance with the section entitled "Trade Secrets- Intellectual

Property Rights" (Section 10) and "Grant of License" (Section 2), copy for backup purposes only, License Programs which are provided in machine readable form. Licensee may copy, for internal use only, any portion of Licensed Programs which are provided in printed form (i.e. instructional or operational manuals).

3.3   Immediately upon the termination of this Software License Agreement, Licensee shall return to Licensor the original and all copies of the Licensed Programs and shall certify in writing to Licensor that it has done so.

3.4   Except as permitted herein, Licensee shall (a) not reproduce, reverse engineer, decompile, transfer electronically or permit any other Use of the Licensed Programs not expressly authorized by

"Grant of License" (Section 2); and (b) acknowledge that any unpermitted act(s) or Use(s) is a breach of a material obligation of this Software License Agreement.

4.0   PRICE AND PAYMENT TERMS

In consideration of the license and rights in the Licensed Programs granted by Licensor and in consideration of Licensor's performance of its obligations hereunder, Licensee shall pay Licensor as follows:

4.1   Licensee shall pay Licensor the amount $XXXX as the License Fee "Net 30 Days" from date of Invoice. Applicable taxes, including sales, use, personal property, excise, or other taxes and duties and, specifically excluding any income or corporate franchise taxes, will be paid by Licensee. Interest will be charged on past due amounts at the lesser of one and one-half percent (1 1/2%) per month, or at the maximum interest rate allowed by law.

4.2   Licensor shall provide Licensee with up to 10 hours of product support by electronic mail, facsimile, phone, or mail during the support year July 1 to June 30 after the expiration of the allocated time or the support year (i.e., all product support time expires on June 30th of each year), should Licensee desire Licensor to provide additional product support, the parties shall enter into a separate Training and Technical Support Agreement, which will be annexed to this Agreement as Schedule B and incorporated herein.

4.3   During the thirty (30) day period following execution of this Agreement, Licensor will provide Licensee with all Upgrades developed by Licensor for the Licensed Programs. The License Fee does not include any Upgrades to the Licensed Programs that are developed or released after the thirty day period. Should Licensee desire Licensor to provide additional Upgrades to the Licensed Programs after the thirty days, the parties shall enter into a separate Software Upgrade Agreement, which will be annexed to this Agreement as Schedule C and incorporated herein.

4.4   The License Fee does not include hosting services or subscription fees. Internet access may be required to use the Licensed Programs, and Licensor shall not be responsible for providing dial-up access to the Internet. In the event that the Licensee desire Licensor to provide hosting services, or data collection services, the parties shall enter into a separate NACCRRAware Hosting Agreement Schedule D, which will be annexed to this Agreement and incorporated by reference herein.

4.5   In further consideration of the License Fee, Licensor will provide at a reasonable time and place for attendance of the System Administrator to one three hour training session presented at a Licensor symposium or regional conference.

4.6   The Licensee Fee does not include under Section 4.0 travel, food and lodging expenses associated with the services to be provided by Licensor hereunder, which reasonable expenses Licensee hereby agrees to reimburse to Licensor at cost within thirty (30) days of receipt of Licensor's invoice of the same.

5.0   DELIVERY AND INSTALLATION

5.1   Delivery and installation dates quoted by Licensor or its personnel represent Licensor's best estimate only of the expected date. Licensor will not be liable for any damages or penalties arising from any delays in delivery, installation, or for failure to give notice or any delivery delay. Risk of loss of Licensed Programs shall transfer to Licensee upon delivery.

5.2   It is the responsibility of the Licensee to provide and prepare the Server and Registered Clients at the Site the system environment upon which the Licensed Programs are to be installed. Licensor will invoice Licensee for the setup and installation of the Licensed Programs if such service is provided.

6.0   PATENT AND COPYRIGHT INFRINGEMENT

6.1   Licensor shall, at its own expense, defend or at its option, settle any claim, suit or proceeding brought against Licensee on the issue of infringement of any patent, copyright or other proprietary rights, of any third party, by virtue of Licensee's usage of any of the Licensed Programs pursuant to the terms of this Agreement. Licensor shall indemnify and hold Licensee harmless from and against any costs, expenses, settlements or damages, including reasonable attorney fees, related to any claim for infringement provided that Licensee: (a) promptly notifies Licensor in writing of the action; (b) Licensee permits Licensor full authority to defend or settle the action; and (c) Licensee cooperates and provides all available information, assistance and authority to defend or settle the action. Licensor shall not be liable for any costs, expenses, damages or fees incurred by Licensee in defending such action or claim unless authorized in advance, in writing by Licensor.

6.2   If Licensed Programs is, or in the opinion of Licensor is likely to become the subject of a claim, suit or proceeding of infringement, Licensor may in its sole discretion: (a) procure, at no cost to Licensee, the right to continue using the Licensed Programs, (b) replace or modify the Licensed Programs to render it non-infringing, provided there is no material loss of functionality or (c) if, in Licensor's reasonable opinion, neither (a) nor (b) above are commercially feasible, to terminate the license and refund the amounts Licensee paid for such Licensed Programs (as depreciated on a straight line basis over a period of 60 months). The foregoing obligations of Licensor do not apply with respect to Licensed Programs or portions or components thereof (i) not supplied by Licensor; (ii) which are modified by Licensee, if the alleged infringement relates to such modifications; (iii) combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) where Licensee continues the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement, or (v) where Licensee's use of the Licensed Programs is not strictly in accordance with the purpose for which this license has been granted herein.

7.0   LIMITED WARRANTY

7.1   Licensor warrants that it has the right to enter into this Agreement and that it has the right to grant the licenses hereunder. Licensor warrants for a period of thirty (30) days from the date of delivery that the Licensed Programs shall substantially conform to the specifications therefore set forth in the associated documentation, subject to the condition that the Licensed Programs are installed on a Server or Registered Client in a system environment conforming to Licensor's published system requirements. In the event of any nonconformance of the Licensed Programs, Licensee shall promptly notify Licensor in writing, and provide Licensor with evidence and documentation which reproduces the claimed error and resultant output from the execution of such programs or data. Licensor's sole obligation under this warranty shall be limited to use of its commercial best efforts to promptly correct such defects. Except as provided under a valid Software Maintenance Agreement and/or Software Upgrade Agreement, and except for the provisions of Section 4.3, Licensor will be under no obligation to provide Licensee with support or with any Licensed Programs Upgrades, releases or enhancements other than to remedy nonconformance under this warranty. Licensor's warranty obligations shall be void if the Licensed Programs are used on other than computer hardware conforming to Licensor's published system requirements or the computer hardware is modified.

8.0   DISCLAIMER OF ALL OTHER WARRANTIES

8.1   EXCEPT AS SPECIFICALLY SET FORTH IN THE SECTION ENTITLED "LIMITED WARRANTY" (SECTION 6.0), LICENSOR MAKES NO EXPRESS OR IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO THEWARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THEWARRANTIES AS SET FORTH IN THIS AGREEMENT SHALL BE REJECTION AND REFUND OF ANY AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR FOR LICENSED PROGRAMS ONLY. THE PARTIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE THE EXISTENCE OF ERRORS IN THE LICENSED PROGRAMS AND LICENSOR OFFERS NOWARRANTY THAT ALL ERRORS IN THE PROGRAMS WILL BE CORRECTED.

9.0   LIMITATION OF LIABILITY

9.1   EXCEPT AS PROVIDED FOR IN THE SECTION ENTITLED "PATENT AND COPYRIGHT INFRINGEMENT (SECTION 7.0), NEITHER LICENSOR, NOR LICENSOR'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR ANY ATTACHMENT, ADDENDUM, SCHEDULE OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: A) FOR LOSS OR INACCURACY OF ANY DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; B) FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS; OR C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

9.2   Except as provided for in Section Entitled "Patent and Copyright Infringement" (Section 6.0) of this Agreement, the total maximum liability, if any, to Licensee arising out of this Agreement as a result of any action or inaction by Licensor or Licensor's suppliers, shall be limited to the total License Fees actually paid by Licensee to Licensor. The existence of more than one claim will not enlarge or extend this limit.

10.0   TRADE SECRETS- INTELLECTUAL PROPERTY RIGHTS

10.1   Licensee acknowledges that the Licensed Programs and related materials licensed hereunder are proprietary and protected by patent, copyright, trade secret law, and/or international treaties. Licensee shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer rights to the software except under such terms as are authorized by this Agreement. All proprietary notices incorporated in, marked on or fixed to Licensed Programs, or other confidential information by Licensor or its suppliers, shall be duplicated by Licensee on all copies of all or any part of the Licensed Programs, and shall not be altered, removed, or obliterated. The obligation to include such notices is a material obligation hereunder. A copyright notice on Licensed Programs does not, by itself, constitute evidence of publication or public notice.

10.2   Licensor and the Licensee agree during the term of this Agreement that either Party may, in connection with this Agreement, disclose to the other Party information considered confidential and proprietary to the disclosing Party (hereinafter "Confidential Information"). "Confidential Information"

includes all oral, written or electronically transmitted information designated as being of a proprietary and sensitive, or which by its nature is reasonably considered confidential, including, but not be limited to: names; membership and partnership information; past, present, or future business affairs or plans; financial and other data, product information; branding information; promotional or marketing plans or details; information on members or user requirements; design or co-design messaging or strategies; transition plans; all course, data, and training planning, materials, or timing; fees and fee structures; and data and materials used in the development. Confidential Information may be used by the receiving Party, its employees, and contractors only for purposes of performing the obligations hereunder. The receiving Party agrees to take reasonably commercial steps to protect the disclosing Party's proprietary and confidential information during project development and in accordance with this provision including but not limited to providing secured access to disclosing Party's data and information, storage of data and information on secured servers, maintain our existing firewalls for added information and data security. The receiving Party shall protect the disclosing Party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event with less than a reasonable degree of care. The obligations of confidentiality and non-disclosure shall remain in effect for a period of ten (10) years following the expiration or earlier termination of this Agreement.

10.3   Unless otherwise agreed to in writing by Licensor, Licensee agrees to limit access to the Licensed Programs to those employees or affiliates actively employed or engaged on behalf of Licensee in the installation or continued Use of the Licensed Programs.

11.0   TITLE

11.1   This license gives Licensee limited rights to use the Licensed Programs, Licensor Proprietary Information and any other patents, patent applications, trademarks, copyrights or trade secrets owned by or the rights in which are held by Licensor and its licensors. Licensee does not own the Licensed Programs. All title, ownership rights, and intellectual property rights shall remain with Licensor and its suppliers. Any ideas, bug fixes or reports, technical information or product improvement suggestions concerning the Licensed Programs that Licensee (including Licensee's agents, employees or representatives) or users provide to Licensor shall become the property of Licensor and may be used for its business purposes without any payment or accounting to Licensee.

11.2   This license does not give the Licensor right to access data and information (Record Set) entered into Licensed Programs by Licensee.

11.3   Any Upgrades provided by the Licensor shall be covered by the terms of this license, unless expressly subject to the terms of another agreement to which Licensor is a party, such as the terms listed in an attached Schedule C. By accessing and Using an installed Upgrade, Licensee shall be deemed to have accepted the terms of this Agreement for said Upgrade and to be bound by the terms and conditions hereof, as well as any supplemental terms and conditions specified in the Upgrade to which Licensee consents.

12.0   TERMINATION OF AGREEMENT

12.1   Either party may terminate this Agreement by written notice (i) should the other party file a petition in bankruptcy, or have filed against it an involuntary petition in bankruptcy not dismissed within sixty (60) days after filing, or apply for or consent to the appointment of a receiver, custodian, trustee or liquidator, or make a general assignment for the benefit of its creditors; (ii) upon failure of the other party to make a payment hereunder within fifteen (15) days after written notice that such payment is past due;

(iii) upon any other breach of this Agreement by the other party, which if remediable, has not been corrected within (60) days after receipt of written notice; (iv) immediately in the event of a breach of Sections 3.1, 3.4, 10.0 or 11.0 of this Agreement; or (v) should the Licensee no longer be a NACCRRA voting member.

12.2   In the event of any termination of this Agreement, all licenses granted by Licensor to Licensee hereunder shall terminate. Licensee shall cease using the Licensed Programs, whether or not modified or merged into other materials, program installation instructions and user manuals, and Licensee shall certify in writing to Licensor all copies (in any form or media) of the Licensed Programs, installation instructions and user manuals, whether or not modified or incorporated into other materials, have been destroyed or returned to Licensor.

12.3   Licensee's obligation to pay Licensor amounts due hereunder and sections 3.4, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0 and 13.0 shall survive any expiration or termination of this Agreement.

13.0   GENERAL PROVISIONS

13.1   GOVERNING LAW: The Parties shall use their best efforts to settle any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this Agreement or to performance of either Party hereunder. If the Parties are unable to resolve the dispute within thirty (30) days, the dispute shall be governed by, construed and enforced in accordance with the substantive laws of the Commonwealth of Virginia without regard to any principles of conflicts of laws that would direct the application of the laws of another jurisdiction. The parties submit to the jurisdiction of the courts in the County of Arlington, Virginia for any claim or dispute arising out of or related to this Agreement. Each party to such shall be responsible for its own legal fees and costs (Costs) provided however, that the court may direct the non-prevailing party to reimburse all or part of the prevailing party's costs if the court determines that the non-prevailing party's claims or defenses are frivolous.

.13.2   ENTIRE AGREEMENT: This Agreement sets forth the entire understanding and Agreement between Licensee and Licensor as to the subject matter of their Agreement.

13.4   HEADINGS: Titles or headings to the sections of this Agreement are not part of the terms of this Agreement and are inserted only for convenience.

13.5   NOTICES: All notices, requests and other communications under this Agreement must be made in writing and in the English language to the addresses as signed below.

13.6   LEGAL FEES: In the event that legal action is instituted by either party to enforce the terms and conditions of this Agreement against the other party, the party which is unsuccessful in the suit will pay all reasonable legal fees incurred by the prevailing party.

13.7   FORCE MAJEURE: Licensor's performance hereunder is subject to force majeure, including but not limited to wars, riots, strikes, labor disturbances, acts of God, fires, floods, explosions, civil disturbances, inability to obtain required material or transportation, and acts of governmental authorities.

13.8   TIMELY CLAIMS: No action for breach of this Agreement or any other action to enforce any claim arising out of or in connection with the subject matter of this Agreement shall be brought by Licensee against Licensor more than one (1) year after the cause of action has accrued.

13.9   ACCESS BY LICENSOR: Licensee agrees to provide Licensor with full, free and timely access to Licensee's computer equipment and Licensed Programs at all reasonable times for the purpose of fulfilling its obligations hereunder.

13.10 LICENSEE ACKNOWLEDGEMENT: Licensee acknowledges that, prior to execution of this Agreement, it has had an opportunity to determine for itself the characteristics and capabilities of the Licensed Programs and is satisfied that the Licensed Programs fulfill Licensee's requirements. Licensor makes no representations of any kind beyond those contained in this Agreement and no agent of Licensor has the authority to make any representations beyond those contained in this Agreement.

 13.11 GOVERNMENT USER: If the Licensed Programs are licensed by or for any unit or agency of the United States Government, then the Licensed Programs and all products incorporated within, shall be classified as "commercial computer software", as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement (the "DFARS"). Licensor represents that the Licensed Programs were developed entirely at private expense, and that no part of the Software Programs were first produced in the performance of a United States Government contract. If the Licensed Programs are supplied for use by DoD, the Licensed Programs are delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-l(a) and 227.7202-J (a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c) (l) (ii) (OCT 1988), as applicable. If the Licensed Programs are supplied for use by a Federal agency other than DoD, the Licensed Programs are restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable.

Accepted By:

NACCRRA: Licensee:

BY: BY:

Printed Name: Printed Name:

Title: Title:

Date: Date:

Phone: (703) 341- 4100   Phone:

SCHEDULE "A" to

NACCRRAware SOFTWARE LICENSE AGREEMENT (NACCRRAware Contents)

The Licensed Programs shall mean and include the software known as NACCRRAware, which includes unlimited Concurrent Licensed Users access by Registered Clients to a single Record Set (which is representative of the Licensee service area) on one Server, and more particularly described as follows:

•   configure custom configurations for users, agency and data collection;

•   enter data on clients, child care professionals (providers) and community partners;

•   Search for matches between criteria in client and providers files;

•   print information on providers;

•   Search and report on fields in client, provider and community partner files;

•   Export into ASCII select fields in clients, providers and community partner files;

•   run a set of standard reports on clients and providers;

•   create documents and labels using mail merge;

•   export all client and provider information into a file for transfer to another site using NACCRRAware;

•   export standard data fields in client and provider files for transfer to Licensor for national data collection and reporting purposes;

•   import select provider data from an ASCII file; and

•   Globally search for and replace fields within NACCRRAware.

All Concurrent Licensed Users must be Voting Members with a License to use Licensed Programs.

NACCRRAware SOFTWARE LICENSE AGREEMENT

(Training and Technical Support Agreement)

This Training and Technical Support Agreement ("TTSA") is an exhibit to the Software License Agreement number XXXXX dated XX/XX/XXXX between Licensor and Licensee sets forth the terms and conditions under which Licensor will provide maintenance support for the Licensed Programs licensed to Licensee pursuant to the Software License Agreement. All terms not otherwise defined herein shall have the meaning given them in the Software License Agreement.

1.0   TERM

1.1   Licensor shall provide Licensee with **N/A** hours of product support by electronic mail, facsimile, phone, or mail during the support year July 1 to June. Clients receive unlimited basic technical support.

30. After the expiration of the allocated time or the support year (i.e., all product support time expires on June 30th of each year), should Licensee desire Licensor to provide additional Training and Technical Support, the parties shall enter into an additional "TTSA". Licensor shall credit Licensee for usage in quarter hour ("15 minute") increments.

2.0   RESPONSIBILITIES OF LICENSOR

Licensor agrees that during the term of the "TTSA" with respect to the Licensed Programs to be supported hereunder, Licensor shall use its commercial best efforts to provide Training and Technical Support ("Support"). Support shall include:

2.1   Monitoring Licensee communication with Licensor; track Licensee inquires involving the Use of Licensed Programs; evaluating problems involving the Use of Licensed Programs, and providing status reports on Licensed Programs problem resolution and commitments.

2.2   Providing software bulletins containing available information on pending Upgrades, new Program releases, application techniques, and workarounds to problems at the time they are generally issued to all Licensees covered under this "TTSA".

2.3   Providing the designated System Administrator, with assistance in the event of difficulty in the Use of Licensed Programs which emanate from "bugs," code errors, documentation errors or problems of interpretation in accordance with the terms and conditions of the "TTSA" purchased by Licensee.

2.4   Providing problem reporting procedures to Licensee for reporting Licensed Programs code errors, documentation errors, and related problems and for obtaining status thereof.

2.5   Providing replacements and/or workarounds for Licensed Programs for the correction of "bugs," code errors, documentation errors, and related problems to correct the substantial inability of the Licensed Programs to perform the tasks it is designed to perform as represented by the applicable documentation.

2.6   Responding to and/or solving any problems in the current release concerning the Use of the Licensed Programs which materially affect a critical function or feature of the Licensed Programs.

2.7   Making available to Licensee the services of a qualified technical support personnel, as designated by Licensor, to assist Licensee in the Use of Licensed Programs, to the extent such services are covered under the terms and conditions of a Training and Technical Support Agreement.

3.0   RESPONSIBILITIES OF LICENSEE

3.1   Appoint two (2) System Administrators who will maintain the integrity of the Licensed Programs under the terms of the Software License Agreement and the "TTSA", who will act as Licensee's liaison for all technical communications with Licensor and who will act as the point of contact for the distribution of information and materials provided to Licensee by Licensor pursuant to the Software License Agreement and "TTSA".

3.2   Promptly obtain training in the Licensed Programs including any major Upgrades, developed for the System Administrators, or any other employees substituting or replacing the System Administrators.

3.3   Properly maintain the Licensed Programs at the then current version and release level. If any Upgrade release of the Licensed Programs offered to Licensee is deemed by Licensee to be undesirable, Licensee may, at its option, continue to Use a prior release of the Licensed Programs. However, should Licensee fail to accept, within 180 days of its offering, the current version of the Licensed Programs, or should Licensee modify the Licensed Programs in any manner except as authorized, in writing, in advance, by Licensor, then Licensor shall have, at its option, no obligation to fulfill the responsibilities set forth in Section 2.0. Licensor's obligations as provided for in Section 2.0 shall only apply to the current release of the Licensed Programs.

3.4   Provide remedial corrective action, if necessary, with the assistance of Licensor's support personnel.

3.5   Notify Licensor of "bugs," code errors, documentation errors, and related problems in accordance with the then-current problem reporting procedures.

3.6   When Upgrades to Licensed Programs are received by Licensee, and immediately following installation of an Upgrade, except for any archival or back-up copies as authorized in Section 2.3, and 3.0 of the Software License Agreement, Licensee shall promptly destroy or at Licensor's election return any prior version.

4.0   LIMITATIONS OF SUPPORT

Unless specific exceptions are approved in writing by Licensor, the following limitations for Support shall apply:

4.1   Support will be provided to Licensee solely for the Use of Licensed Programs in the designated configuration specified in Schedule A of the Software License Agreement.

4.2   Pursuant to Section 3.4Licensor may at its option limit or discontinue its support obligations if the Upgrades have not been installed as required, or if the Licensed Programs have been modified in any way without Licensor's prior written approval.

4.3   Licensor shall be under no obligation to provide any Support to Licensee if Licensor determines that the primary cause of the problems identified result from failure or malfunction of any tools, equipment, facilities or devices not furnished by or approved in writing for use in connection with the Licensed Programs by Licensor.

5.0   ANNUAL SUPPORT FEES

5.1   On or before July I of the year following execution of the Software License Agreement or on or before the expiration of any "TTSA" (all of which shall expire on June 30th of the applicable year), Licensee may elect to obtain from Licensor an annual "TTSA" for the Licensed Programs by paying to Licensor the applicable Support Fee determined pursuant to Section 5.2.

5.2   The Support Fee shall be $**N/A**. If the execution of the Software License Agreement occurred in the one year proceeding the July I date for payment for a "TTSA", then the Support Fee then payable shall not be prorated. The Support Fee shall be due thirty (30) days from the date execution of the "TTSA". Interest will be charged on past due amounts at the lesser of one and one-half percent (1 1/2%) per month, or at the maximum interest rate allowed by law. Basic technical support is included in the license fee.

5.3   As usage occurs, Licensor shall credit Licensee in quarter hour increments for any electronic mail, phone, fax, postal mail or training response provided.

5.4   If Licensee requests Support not provided for hereunder, Licensor may at its sole discretion agree to provide such support at the then-current rates for such support, including all time, travel and other out-of-pocket expenses. Support Fees do not include travel food and lodging expenses associated with the services to be provided by Licensor hereunder, which expenses Licensee hereby agrees to reimburse to Licensor at cost upon Licensor's invoice of the same.

5.5   If this "TTSA" should expire or be terminated at any time, Licensee may reinstate Support provided all Registered Clients and Servers are upgraded to the then current release of the Licensed Programs. If Licensee fails to pay the Support Fee on or before July 1 of the year term following execution of the Software License Agreement, or on or before the expiration of the then current annual "TTSA", Licensor may, in its sole discretion, accept payment of the Support Fee and grant Licensee a new "TTSA" for a new annual period, which shall be deemed to have begun as of the date the annual Support Fee was originally due from Licensee; provided however, Licensee Upgrades to the then current releases of the Licensed Programs.

5.6   Licensee shall be responsible for applicable taxes, including sales, use, personal property, excise, or other taxes and duties and, specifically excluding any income or corporate franchise taxes, to be paid by Licensor.

6.0   DISCLAIMER OF WARRANTIES

6.1   IN CONNECTION WITH THIS "TTSA" AND THE SUPPORT LICENSOR MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR NON- INFRINGEMENT, LICENSOR'S SOLE OBLIGATION SHALL BE LIMITED TO LICENSOR'S USE OF COMMERCIAL BEST EFFORTS TO SUPPORT THE LICENSED PROGRAMS.

7.0   LIMITATION OF LIABILITY

7.1   In connection with the Support to be performed hereunder, Licensor shall under no circumstances, be responsible directly or indirectly, for any damage to the apparatus or adjacent property of Licensee, nor for any injuries to persons, unless such damage or injury is directly attributable to the negligence of Licensor.

7.2   Licensor shall not be liable for the acts and workmanship of the employees, contractors, subcontractors, or agents of Licensee, including but not limited to the failure to observe Licensor's

instructions or documentation, or by failure or malfunctioning of any tools, equipment facilities, or devices not furnished or approved by Licensor.

7.3   EXCEPT IN THE CASE OF DAMAGE TO TANGIBLE PHYSICAL PROPERTY, NEITHER LICENSOR, NOR LICENSOR'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS "TTSA" OR ANY ATTACHMENT, ADDENDUM SCHEDULE OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR LOSS OR INACCURACY OF ANY DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS; OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. LICENSOR'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO A REFUND OF THE UNUSED SUPPORT FEES DETERMINED ON A PRO-RATA BASIS PAID FOR THE LICENSED PROGRAMS INVOLVED IN THE CLAIM. LICENSOR'S LIABILITY FOR DAMAGE OR LOSS OF TANGIBLE PHYSICAL PROPERTY SHALL NOT EXCEED $1 MILLION.

8.0   COPYRIGHTED WORKS

8.1   Licensee acknowledges that it is the nature of Licensor's services (under this "TTSA") to produce ideas and concepts and other intellectual services that may result in computer programs, notes, reports, presentations, documents, ideas, or inventions relating or useful to Licensee's business under this "TTSA".   Licensee further acknowledges that all title, ownership rights, and intellectual property rights produced under this "TTSA" shall remain with Licensor. Any ideas, bug fixes or reports, technical information or product improvement suggestions concerning Support or this "TTSA" provided to Licensee (including Licensee's agents, employees or representatives) shall become the property of Licensor and may be used for its business purposes without any payment or accounting to Licensee under this "TTSA". Licensee shall have a non-exclusive, non-transferable license to use such work product for its own internal purposes only. Licensee may not transfer or disclose such work product to any other person or party.

8.2   Licensee agrees to assist Licensor, to the extent that it is commercially reasonable, to obtain and enforce Licensor's benefit copyrights or other property rights or damages. Licensee agrees that the obligations of this paragraph shall continue beyond the term of this "TTSA". Such participation by Licensee must be explicitly requested by Licensor, and will be provided at the reasonable convenience of Licensee.

9.0   BREACH AND REMEDIES

9.1   Should Licensee: (a) default in the payment of any sum of money due, including the Support Fees, beyond the fifteenth (15th) day after the same is due; (b) default in the performance of any other of its obligations under this "TTSA" or the Software License Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Licensor; or (c) permit any person other than a Licensor employee to alter or change any Licensed Programs without Licensor's prior written consent; then in any such event Licensor may, at its option proceed with the following; (i) suspend its "TTSA" obligations immediately; (ii) terminate this "TTSA" or (iii) adjust any unpaid and future charges for any and all "TTSA" services rendered to Licensee. The rights afforded Licensor under this paragraph will not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

10.0 TERMINATION

10.1   Licensee may terminate this "TTSA" at any time by providing Licensor with ninety (90) days written notice of Licensee's intent to terminate. Upon termination or other expiration of this "TTSA", each party shall forthwith return to the other party all papers, materials and other properties of the other held by each for purposes of execution of this "TTSA", except that Licensee may retain any materials or documentation for which Licensee has paid Licensor a fee subject to the terms of this "TTSA".

10.2   Licensee's obligation to pay Licensor amounts due hereunder and sections 6.0, 7.0, 8.0, and 12.0 shall survive any expiration or termination of this "TTSA".

11.0 ASSIGNMENT

11.1   Neither this "TTSA" nor any rights or obligations hereunder, shall be transferred or assigned by Licensee without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

11.2   Licensor reserves the right to assign the performance of this "TTSA" to a qualified third party.

12.0 GENERAL

12.1   The General Provisions (Section 13.0), as well as the section pertaining to Title (Section 11.0), each as stipulated in the Software License Agreement, are incorporated herein as an integral part of this "TTSA".

Accepted By:

NACCRRA: Licensee:

BY: BY:

Printed Name: Printed Name:

Title: Title:

Date: Date:

Phone: (703) 341- 4100   Phone:

NACCRRAware SOFTWARE LICENSE AGREEMENT (Software Upgrades Agreement)

This Software Upgrades Agreement ("SUA") is an exhibit to the Software License Agreement number NAC-:XXXXX dated XX/XX/XXXX between Licensor and Licensee and constitutes an Agreement under which Licensor will provide Upgrades for the Licensed Programs licensed to Licensee pursuant to the Software License Agreement. All terms not otherwise defined herein shall have the meaning given them in the Software License Agreement.

1.0   TERM

1.1   The effective annual upgrade period for each Licensed Programs covered by the SUA shall be July 1 to June 30th

2.0   RESPONSIBILITIES OF LICENSOR

Licensor agrees that during the term of SUA and with respect to the Licensed Programs to be Upgraded hereunder, Licensor shall use its commercial best efforts to:

2.1   Provide Licensee with Upgrades to Licensed Programs. Licensor makes no representations as to what may be included in and/or excluded from an Upgrade and is under no obligation to incorporate any update or newly developed functionality.

2.2   Provide Licensee with up to 2 hours of product support by electronic mail, facsimile, phone, or mail during the support year July 1 to June 30. After the expiration of the allocated time or the support year (i.e., all product support time expires on June 30th of each year), should Licensee desire Licensor to provide additional product support, the parties shall enter into a separate Training and Technical Support Agreement, which will be annexed to this Agreement and incorporated herein.

2.3   Provide the designated System Administrator with information regarding the new functionality included within the Upgrade.

2.4   Provide an overview of all new functionality incorporated into each Upgrade.

2.5   Include Upgrades to the appropriate help screens identifying the functionality and correct processes and procedures.

3.0   RESPONSIBILITIES OF LICENSEE

3.1   Appoint two (2) System Administrators who will maintain the integrity of the Licensed Programs under the terms of the Software License Agreement and the SUA, who will act as Licensee's liaison for all technical communications with Licensor and who will act as the point of contact for the distribution of information and materials provided to Licensee by Licensor pursuant to the SUA.

3.2   Properly maintain the Licensed Programs at the then current version and release level. If any Upgrade of the Licensed Programs offered to Licensee is deemed by Licensee to be undesirable, Licensee may, at its option, continue to Use a prior release of the Licensed Programs. However, should Licensee fail to accept, within 180 days of its offering, the currently supported version of the Licensed Programs, or should Licensee modify the Licensed Programs in any manner except as authorized, in writing, in advance, by Licensor, then Licensor shall have, at its option, no obligation to fulfill the responsibilities set forth in Section 2.0. Licensor's obligations as provided for in Section 2.0 shall only apply to the current release of the Licensed Programs.

3.3   When Upgrades to Licensed Programs are received by Licensee, and immediately following installation of the Upgrade, except for any archival or back-up copies as authorized in Sections 2.3 and 3.2 of the Software License Agreement, Licensee shall promptly destroy, or at Licensor's election return any prior version.

4.0   LIMITATIONS OF UPGRADES

Unless specific exceptions are approved in writing by Licensor, the following limitations of Upgrades shall apply:

4.1   Upgrades for the Use of Licensed Programs(s) in the designated configuration specified in Schedule A of the Software License Agreement.

4.2   Pursuant to Section 3.4 of the SUA, Licensor may, at its option, limit or discontinue its Upgrade obligations if the Licensed Programs Upgrades have not been installed as required or if the Licensed Programs has been modified in any way without Licensor's prior written approval.

4.3   Licensor shall be under no obligation to provide Upgrades to Licensee if Licensor determines that the Licensee has problems identified as a result from failure or malfunction of any tools, equipment, facilities or devices not furnished by, or approved in writing for use in connection with the Licensed Programs by Licensor.

5.0   ANNUAL UPGRADE FEES

5.1   On or before July I of the year following execution of the Software License Agreement, or on or before the expiration of any SUA (all of which shall expire on June 30th of the applicable year), Licensee may elect to obtain from Licensor an annual SUA for the Licensed Programs by paying to Licensor the applicable Upgrade Fee determined pursuant to Section 5.2.

5.2   The annual Upgrade Fee shall be $**N/A**. If the execution of the Software License Agreement occurred in the one year proceeding the July 1 date for payment for an SUA, then the Upgrade Fee then payable shall not be prorated. The Upgrade Fee shall be due thirty (30) days from the date execution of the SUA. Interest will be charged on past due amounts at the lesser of one and one- half percent (1 1/2%) per month, or at the maximum interest rate allowed by law.

5.3   If Licensee requests Upgrades not provided for hereunder, Licensor may at its sole discretion agree to provide such Upgrades at a fee based on the work requested, including all time, travel and other out-of-pocket expenses.

5.4   Licensee shall be responsible for applicable taxes, including sales, use, personal property, excise, or other taxes and duties and, specifically excluding any income or corporate franchise taxes, to be paid by Licensor.

5.5   Upgrade Fees do not include travel, food and lodging expenses associated with the services to be provided by Licensor hereunder, which expenses Licensee hereby agrees to reimburse to Licensor at cost upon Licensor's invoice of the same.

5.6   If Licensee fails to pay the Upgrade Fee on or before July 1 of the year term following execution of the Software License Agreement, or on or before the expiration of the then current annual SUA, Licensor may, in its sole discretion, accept payment of the Upgrade Fee and grant Licensee a new SUA for a new annual period, which shall be deemed to have begun as of the date the annual Upgrade Fee was originally due from Licensee.

6.0   DISCLAIMER OF WARRANTIES

6.1   IN CONNECTION WITH THIS SUA AND THE UPGRADES RENDERED HEREUNDER, LICENSOR MAKES NOWARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR NON-INFRINGEMENT, LICENSOR'S SOLE OBLIGATION SHALL BE LIMITED TO LICENSOR'S USE OF COMMERCIAL BEST EFFORTS TO UPGRADE THE LICENSED PROGRAMS.

7.0   LIMITATION OF LIABILITY

7.1   In connection with the Upgrades to be provided hereunder, Licensor shall under no circumstances, be responsible directly or indirectly, for any damage to the apparatus or adjacent property of Licensee, nor for any injuries to persons, unless such damage or injury is directly attributable to the negligence of Licensor.

7.2   Licensor shall not be liable for the acts and workmanship of the employees, contractors, subcontractors, or agents of Licensee, including but not limited to the failure to observe Licensor's instructions or documentation, or by failure or malfunctioning of any tools, equipment facilities, or devices not furnished or approved by Licensor.

7.3   EXCEPT IN THE CASE OF DAMAGE TO TANGIBLE PHYSICAL PROPERTY, NEITHER LICENSOR, NOR LICENSOR'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS SUA OR ANY ATTACHMENT, ADDENDUM SCHEDULE OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR LOSS OR INACCURACY OF ANY DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS; OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. LICENSOR'S LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO A REFUND OF THE UNUSED UPGRADES FEES DETERMINED ON A PRO-RATA BASIS PAID FOR THE LICENSED PROGRAMS INVOLVED IN THE CLAIM. LICENSOR'S LIABILITY FOR DAMAGE OR LOSS OF TANGIBLE PHYSICAL PROPERTY SHALL NOT EXCEED $1 MILLION.

8.0   COPYRIGHTED WORKS

8.1   Licensee acknowledges that it is the nature of Licensor's services to produce ideas and concepts and other intellectual services that may result in computer programs, notes, reports, presentations, documents, ideas, or inventions relating or useful to Licensee's business under this SUA. All title, ownership rights, and intellectual property rights produced under this SUA shall remain with Licensor. Any ideas, bug fixes or reports, technical information or product improvement suggestions concerning the Upgrades or this SUA provided to Licensee (including Licensee's agents, employees or representatives) shall become the property of Licensor and may be used for its business purposes without any payment or accounting to Licensee under this SUA. Licensee shall have a non-exclusive, non-transferable license to use such work product for its own internal purposes only. Licensee may not transfer or disclose such work product to any other person or party.

8.2   Licensee agrees to assist Licensor, to the extent that it is commercially reasonable, to obtain and enforce Licensor's benefit copyrights or other property rights or damages. Licensee agrees that the obligations of this paragraph shall continue beyond the term of this SUA. Such participation by Licensee must be explicitly requested by Licensor, and will be provided at the reasonable convenience of Licensee.

9.0   BREACH AND REMEDIES

9.1   Should Licensee: (a) default in the payment of any sum of money due beyond the fifteenth (15th) day after the same is due; (b) default in the performance of any other of its obligations under this SUA or the Software License Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Licensor; or (c) permit any person other than a Licensor employee to alter or change any Licensed Programs without Licensor's prior written consent; then in any such event Licensor may, at its option proceed with the following; (i) suspend its SUA obligations immediately; (ii) terminate this SUA or (iii) adjust any unpaid and future charges for any and all SUA services rendered to Licensee. The rights afforded Licensor under this paragraph will not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

10.0   TERMINATION

10.1   Licensee may terminate this SUA at any time by providing Licensor with ninety (90) days written notice of Licensee's intent to terminate. Upon termination or other expiration of this SUA, each party shall forthwith return to the other party all papers, materials and other properties of the other held by each for purposes of execution of this SUA, except that Licensee may retain any materials or documentation for which Licensee has paid Licensor a fee subject to the terms of this SUA.

10.2   Licensee's obligation to pay Licensor amounts due hereunder and sections 6.0, 7.0, 8.0, and 12.0 shall survive any expiration or termination of this SUA.

11.0   ASSIGNMENT

11.1   Neither this SUA nor any rights or obligations hereunder, shall be transferred or assigned by Licensee without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

11.2   Licensor reserves the right to assign the performance of this SUA to a qualified third party.

12.0   GENERAL

12.1   The General Provisions (Section 13.0), as well as the section pertaining to Title (Section 11.0), each as stipulated in the Software License Agreement, are incorporated herein as an integral part of this SUA.

 Accepted By:

NACCRRA: Licensee:

BY   BY:

Printed Name: Printed Name:

Title: Title:

Date: Date:

Phone: (703) 341- 4100   Phone:

NACCRRAware SOFTWARE LICENSE AGREEMENT (Internet Mask Module)

N/A Effective 2013

This Internet Mask Module ("IMM) is an exhibit to the Software License Agreement number NAC-XXXXX dated between Licensor and Licensee and constitutes an Agreement under which Licensor will provide, at no additional fee, an Internet Mask Module to all NACCRRA voting members with a signed agreement to use Licensed Programs. This License to use the Internet Mask Module is provided free-of-charge through the support of Qual Kids (www.qualkids.com). All terms not otherwise defined herein shall have the meaning given them in the Software License Agreement.

The Internet Mask Module shall mean and include the updates to Licensed Programs, described as follows:

1.   Basic and advanced search criteria that allow Internet users to search the Licensed Programs data set and receive basic or detailed results on selected options.

2.   Basic Search criteria to include: city, zip code, state, type of care and age of child.

3.   Basic Search results to include: Business name, Provider first and last name (able to be hidden), Street address or street name, City, State, Zip, Area code and Phone number.

4.   Option to select any or all Advanced Search criteria chosen from a list of 10 additional fields.

5.   Option to select any or all Detailed Search results chosen from a list of 12 additional fields.

6.   Administrative function to allow Licensee user to configure custom advanced search criteria and detailed results, as well as name and address level requested on Family Child Care options.

7.   URL needed to provide links on any number of web sites as chosen by Licensee.