Board Office Use: **Legislative File Info.**	
File Number	17-1527
Introduction Date	9-13-17
Enactment Number	17-1281
Enactment Date	9-13-17

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Vernon Hal, Senior Business Officer Susan Beltz, Chief Technology Officer
Board Meeting Date	September 27, 2017
Subject	Ratification of Addendum/Amendment to Software License Agreement and Software Maintenance and Support Agreement between Oakland Unified School District and Integrify, Inc.

Action Requested

Ratification of Addendum/Amendment to Software License Agreement and Software Maintenance and Support Agreement between Oakland Unified School District and Integrify, Inc. beginning July 1, 2017 through June 30, 2018 in the amount of $42,611.00.

Background

The Oakland Unified School District has successfully used Integrify as its platform for development and maintenance of ContractsOnline for 2016-17 and is using this firm going forward for the same services as previously provided.

Discussion

The Integrify platform is used by Oakland Unified School District (OUSD) staff to process standard professional services contracts through the

ContractsOnline application. Integrify has been successfully used by OUSD for this purpose for 2016-17 and for over five prior school years. Integrify provides a full-featured platform for developing and maintaining workflow-based applications, including web forms, request routing, database integration, API support, reporting, and PDF generation. Based upon the prior success of ContractsOnline, the Technology Services team is actively working to build additional applications on this platform, including Amendments Online, which will enable online processing of standard professional services contract amendments.

The Technology Services department hosts the Integrify database and platform in our OUSD data centers. Upgrades are performed approximately once per year to ensure that our Integrify version is current and supported. The Addendum/Amendment with Integrify includes licensing and support for the 2017-18 fiscal year and upgrades the existing perpetual license to a subscription license, which includes all software upgrades and major version updates. Ratification of this Agreement will enable OUSD to continue using a current version of Integrify to help ensure the continued successful processing of standard professional services contracts through the ContractsOnline platform.

Recommendation

Ratification of Addendum/Amendment to Software License Agreement and Software Maintenance and Support Agreement between Oakland Unified School District and Integrify, Inc. beginning July 1, 2017 through June 30, 2018 in the amount of $42,611.00.

Fiscal Impact

$42,611 from Funding Resource 9999994701: General Purpose (GP) Software Licensing

Attachments

Addendum/Amendment to Software License Agreement and Software Maintenance and Support Agreement between Oakland Unified School District and Integrify, Inc.

Board-Approved Software Maintenance Support Agreement between the Oakland Unified School District and Integrify, Inc. (File ID #10-2889 which was Board-Approved on December 14, 2010)

Board-Approved Software License Agreement between the Oakland Unified School District and Integrify, Inc. (File ID #10-2863 which was Board-Approved on December 14, 2010)

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 17- 1527

Department: Technology Services

Vendor Name: Integrify

Contract Term: Start Date: July 1, 2017   End Date: June 30, 2018

Annual Cost: $ 42,611

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes ☐ No ☑

Why was this Vendor selected?

The Integrify platform is used by Oakland Unified School District (OUSD) staff to process standard professional services contracts through the ContractsOnline application. Integrify has been successfully used by OUSD for this purpose for 2016-17 and for over five prior school years.

Summarize the services this Vendor will be providing.

Integrify will provide licensing, upgrades and support for the Integrify platform for the 2017-18 fiscal year.

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

The Oakland Unified School District has been successfully using the Integrify platform for over five school years. The platform was originally purchased at a discounted rate in 2010, and ongoing fees are competitive when compared with other enterprise-tier licensing and support agreements. Switching to another platform would incur significant costs, as the ContractsOnline application would need to be entirely redeveloped. Note that comparable platforms such as Salesforce are generally regarded as requiring a significant learning curve.

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than $87,800 (increases a small amount on January 1 of each year)

☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐ **Emergency** contracts [requires Board resolution declaring an emergency]

☐ **Technology** contracts

  ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

  ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

  ☐ Western States Contracting Alliance Contracts (WSCA)

  ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☑ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

integrify

2017 Addendum/Amendment to Integrify-OUSD Software License Agreement and Software Maintenance and Support Agreement

Integrify hereby grants the Oakland Unified School District ("OUSD" or "Customer") an extension of the subscription term of the Software License Agreement, to hereby extend the subscription term from July 1, 2017 through June 30, 2018 as purchased under the Software License Agreement #10-741 (OUSD Board Enactment No. 10-2251), dated December 14, 2010, as well as the related Software Maintenance and Support Agreement (OUSD Board Enactment No. 10-2257), dated December 10, 2010, with the services under the latter also being extended from July 1, 2017 through June 30, 2018.

Further, Integrify and OUSD agree that any and all payments due to Integrify for the services to OUSD under both of the 2010 OUSD-Integrify agreements are hereby superseded and replaced in their entirety by the Annual Subscription fee as set forth herein below.

In addition, Integrify and OUSD agree to amend Section 13.7 of the Software License Agreement as follows:

13.7 This Agreement will be deemed accepted in and governed by the laws of the State of California (excluding: (a) laws relating to conflicts of laws, (b) the United Nations Convention on Contracts for the International Sale of Goods, (c) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (d) the protocol amending the 1974 Convention, done at Vienna April 11, 1980). Any action relating to this Agreement shall be brought in, and CUSTOMER consents to the exercise of jurisdiction by, the courts of the State of California for the judicial district in which Oakland, California is located and the United States District Court for the Northern District of California.

The license detail is listed in the table below

License Type	User Type	Capacity Level
OnPremise-Subscription	**Concurrent User**	**50**

Plugin and Additional Functionality	Included with License?
Database Push Plugin	YES
Database Pull Plugin	YES
Excel Import Plugin	YES
Excel Batch Plugin	YES
FTP Push Plugin	YES
PDF Generator Plugin	YES

		YES
PDF Merge Plugin		YES
Dynamic Assigner Plugin		YES
Dynamic Notification Plugin		YES
Web Service Plugin		YES
SharePoint Upload Plugin		YES
Open URL Plugin		YES
Grid Task Plugin		YES
REST Client Plugin		YES
Command Line Plugin		YES
API- Web Srvcs w/ JS & REST		YES

Included with this subscription license is the **Enhanced Support** option as defined below:

	PREMIUM	ENHANCED	STANDARD	CUSTOM
Selected Type		X		
Server Type				
Production	X	X	X	
QA/Development		X		
Dedicated Support Website (https://support.integrify.com)				
Acknowledge Receipt	Within 1 hour	Within 1 hour	Within 1 hour	
Availability: *Emergency / Integrify Critical Failure*	24/7	Normal Business Hours	Normal Business Hours	
Response Time: *Emergency / Integrify Critical Failure*	4 non business hours or 1 business hour	Within ½ business day	Within 1 business day	
Availability: *Non-Emergency / Integrify Issue*	Normal Business Hours	Normal Business Hours	Normal Business Hours	
Response Time: *Non-Emergency / Integrify Issue*	Within ½ business day	Within 1 business day	Within 3 business days	
Non-Integrify Issues	Not Covered	Not Covered	Not Covered	
Window for E-Mail Support (support@integrify.com)				
Availability	Normal Business Hours	Normal Business Hours	Normal Business Hours	
Acknowledge Receipt	Within 1 business day	Within 1 business day	Within 3 business days	

Window for Call Handling, Support (888.536.9629)				
Window for Call Handling, Support (888.536.9629) Availability	Normal Business Hours	Normal Business Hours	Normal Business Hours	
Window for Call Handling, Support (888.536.9629) Acknowledge Receipt	Within ½ business day	Within 1 business day	Within 3 business days	
Software Maintenance				
Minor Version Updates	Included	Included	Included	
Major Version Upgrades	Included	Included	Not included	

Term	Definition
Normal Business Hours	M-F, 8am-6pm EST, Excluding Holidays
Non Business Hours	All Times outside Normal Business Hours, Excluding Sundays and Holidays
Sundays & Holidays	All Sundays and Holidays
Holidays	New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
Emergency / Critical Failure	A critical defect that impacts the customers business in a mission critical manner. Integrify application or substantial portion of the application is unavailable.
Non-Emergency / Integrify Issue	The issue impairs a minor function of the Integrify application and can be addressed by a work-around, an update to documentation, a technology update, or brief knowledge transfer (not training).
Non-Integrify Issues	The issue or support request is not due to a defect with the Integrify application or is related to customization past Integrify's 'out-of-the-box' installation.

Integrify reserves the right to qualify excessive use of web conferencing to troubleshoot issues as abuse of the support contract and apply fees. Any training or troubleshooting classified as outside of normal use of Integrify (i.e. custom javascript in forms, or custom sql in form questions and reports) may be considered Professional Services and accrue additional fees. Customers may escalate issues on a per ticket basis for a fee (a.k.a. treat a non-emergency as an emergency).

Software Update Availability: Integrify will provide and make available software and documentation updates to your existing Integrify software. The documentation will outline the new features and their associated benefits. These updates deliver the benefits of Integrify's commitment to quality and focus on value to your organization.

- Under this agreement, Integrify will make available software updates after they are released and when generally available.

Software Upgrade Availability: Integrify provides and makes available new upgrades (a.k.a. new versions releases) of Integrify software to allow the Customer to take advantage of new version releases and software features. In addition, this service improves control over the lifecycle costs, improving future budgeting and planning.

- Under this agreement Software Upgrades **ARE** included. This Service applies to a single Integrify Instance and associated server.

General Terms:

- **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** – OUSD and Integrify certify to the best of their knowledge and belief that OUSD's, Intergrify's, and their respective principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or contractor according to Federal Acquisition Regulation Subpart 9.4, and by signing this 2017 Addendum/Amendment B to the Software License Agreement, verify that this vendor does not appear on the Excluded Parties List. https://www.sam.gov.

- **Integration of Agreement** – All understandings, agreements, covenants, and representations, express or implied, oral or written, between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this 2017 Addendum/Amendment to the Software License Agreement and the Software Maintenance and Support Agreement. This is an integrated 2017 Addendum/Amendment to the Software License Agreement and the Software Maintenance and Support Agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by OUSD and Integrify.

Signature Page

Integrify, Inc.
20 N. Wacker Drive, Suite 2817
Chicago, Illinois 60606

Oakland Unified School District
1011 Union Street
Oakland, CA 94607

Duration: This agreement shall remain in effect for a subscription term of one (1) year, beginning July 1, 2017 and ending on June 30, 2018, with optional renewal years thereafter.

OnPremise Subscription (Annual Fees)

1 Yr Term   7/1/2017 to 6/30/2018 $42,611

Payment for term: $42,611

Prices quoted in this proposal are firm for 30 days.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT INTEGRIFY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

Proposal accepted by:
Susan Beltz
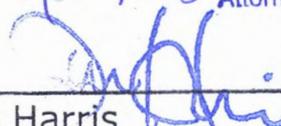Chief Technology Officer
Oakland Unified School District

Proposal submitted by:
David Willsey
CEO
Integrify, Inc.

_____ 9/1/17
Signature   Date
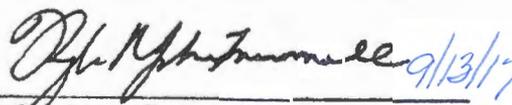
_____ 8/30/17
Signature   Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____ Attorney at Law

_____ 9/13/17
James Harris
President, Board of Education

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_____ 9/13/17
Kyla R. Johnson-Trammell
Secretary, Board of Education

File ID Number: _17-1527_
Introduction Date: _9-13-17_
Enactment Number: _17-1281_
Enactment Date: _9-13-17_
By:

Oakland Unified School District
Office of the Board of Education

November 16th, 2010

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
            Vernon Hal, Deputy Superintendent, Business Services and Operations
            Gee Kin Chou, Information Technology Officer

SUBJECT: Software Maintenance Support Agreement between the Oakland Unified
            School District and Integrify, Inc. for the latter to provide Software
            Maintenance Support services for an amount not-to-exceed $14,310.00.

ACTION REQUESTED

Approval by the Board of Education of the Software Maintenance Support Agreement,
between the Oakland Unified School District and Integrify, Inc, Chicago, IL, for the latter
to provide Software Maintenance Support Services for the period commencing January
1st, 2011 and concluding December 31st, 2011 in an amount not-to-exceed $14,310.00.

BACKGROUND

Oakland Unified School District has a clear need for online forms and workflow. Paper
driven processes lack automated controls, resulting in requests that lack the information
needed to complete the request. In addition, paper driven approval processes are time
consuming, lack visibility into where a request is in the approval process and lack
accountability when there are delays. This year construction has further decentralized
administration staff and limited parking downtown, making it even more difficult to
submit hard copies. All these factors have exacerbated the frustration of OUSD
employees in conducting District business and distract from the core mission of educating
Oakland's children.

Selection Process
In 2009-2010 Technology Services conducted a pilot using Microsoft CRM to develop
online forms and workflow. Microsoft CRM was chosen because it was the best solution
from Microsoft and would easily integrate with other Microsoft products. However,
during the pilot period it became apparent that using Microsoft CRM for this purpose

would require more development expertise than anticipated and would not easily scale into a platform that could be used to eliminate most of the paper processes within the district.

Taking lessons learned during the pilot period, Technology Services re-examined the possible vendors with a focus on products that could be easily configured for our needs without programming. In the fall of 2010 we examined several vendors, ultimately arranging demonstrations with 6 vendors (see Attachment A). After examining these six vendors, we conducted a deeper examination of two vendors in addition to MS CRM (see Attachment B). We conducted reference checks and decided on the Integrify platform, which was the least expensive vendor of the three options.

Integrify is designed specifically to enable organizations to easily create online forms and automated workflow without programming. It has a few features that distinguish it from other similar products, including the ability to purchase concurrent licenses so that even infrequent users can access request history and the ability for users to view a simple flowchart of the process to see where is their request in the overall process. Selection of Integrify was made after several demonstrations and three reference checks.

The Software Support and Maintenance Agreement ensures OUSD will receive software upgrades and technical support from Integrify, Inc. for one year.

FISCAL IMPACT

The State Loan will fund the $14,310.00.

RECOMMENDATION

Approval by the Board of Education of the Software Maintenance Support Agreement, between the Oakland Unified School District and Integrify, Inc, Chicago, IL, for the latter to provide Software Maintenance Support Services for the period commencing January 1st, 2011 and concluding December 31st, 2011 in an amount not-to-exceed $14,310.00.

ATTACHMENTS

Attachment ¯ Integrify Software Maintenance Support Services Agreement

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

Integrify, Inc. (hereinafter referred to as "LICENSOR") agrees to provide to CUSTOMER maintenance and support services, as specified in this Software Maintenance and Support Agreement (the "Agreement"), for the Software Product(s) licensed to CUSTOMER under the Software License Agreement #10-741 (the "License Agreement") between LICENSOR and CUSTOMER dated as of _____, 2010. "Software," as used in this Agreement, means all Software Product(s) specified in the License Agreement.

1.   Term

The term of this Agreement (the "Term") will commence on the date the Software is shipped to CUSTOMER and will extend for an initial period of 12 months. The Term will thereafter automatically renew for successive periods of one year each until terminated in accordance with this Agreement. Either party may terminate this Agreement upon the expiration of the then-current Term, provided that 30 days' prior written notice is given to the other party. This Agreement will immediately terminate upon termination of the License Agreement.

2.   Maintenance and Support Fee

CUSTOMER agrees to pay LICENSOR a maintenance and support fee of $14,310 per server for the initial Term and $14,310 per server for each renewal Term. The fee for the initial Term is due upon execution of this Agreement. The fee for each renewal Term is due within 30 days following the expiration of the then-current Term. LICENSOR will invoice CUSTOMER for the renewal fee 30 days in advance of each renewal Term. The fee for renewal Terms may be increased by LICENSOR provided that LICENSOR gives CUSTOMER written notice of such increase at least 30 days prior to commencement of the renewal Term. CUSTOMER agrees to pay any sales, use or other tax (exclusive of taxes based on LICENSOR'S net income) imposed by any jurisdiction as a result of this Agreement or any activities hereunder, regardless of when such tax liability is asserted.

3.   Covered Services

During the Term of this Agreement, LICENSOR will provide the following maintenance and support services to support CUSTOMER 's use of the Software under the License Agreement:

3.1   Technology Maintenance:

Subject to Customer's payment of any support fees as may be required pursuant to Section 2 hereof, Integrify will provide the following services related to maintenance, enhancements and corrections to the release of the Software licensed to CUSTOMER defined in the License Agreement. For purposes of this Agreement, (i) *"Technology Error"* will mean any material nonconformity of the Software licensed to CUSTOMER with Integrify's standard user documentation; and (ii) *"Technology Update"* will mean any enhancement of the Software licensed to CUSTOMER, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the licensed Software materially to conform to Integrify's standard user documentation.

- **Error Corrections**. Integrify will use commercially reasonable efforts to adapt, re-configure or re-program the Software licensed to CUSTOMER, as applicable, in order to correct in a timely fashion any Technology Errors reported to Integrify by Eligible Customer Personnel, provided that if Integrify determines in good faith that any such Technology Error is the result of errors or misstatements in the standard user documentation, Integrify may correct such non-conformity solely by amending the user documentation, as necessary, and further provided that any failure or inability by Integrify to correct any such Technology Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Integrify's obligations hereunder.

- **Procedural Workarounds**. In the event that Integrify fails or is unable to correct any Technology Error, as required by this Agreement, Integrify will use commercially reasonable efforts to develop in a timely fashion

procedures or routines, for use by end users of the licensed Software, which, when employed in the regular operation of the Software licensed to CUSTOMER, will avoid or diminish the practical adverse effects of the relevant Technology Error, provided that any failure or inability by Integrify to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of Integrify's obligations hereunder.

- **Technology Updates.** From time to time Integrify may, in its discretion, develop Technology Updates. Integrify will, during the Term of this Agreement, make such Technology Updates available to CUSTOMER, provided that CUSTOMER has paid such fees as are required in Section 2 hereof. Any such Technology Updates provided hereunder will be deemed to constitute part of the Software licensed to CUSTOMER defined in the License Agreement and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such licensed Software.

3.2 Technical Support:

Subject to CUSTOMER's payment of support fees as may be required pursuant to Section 2 hereof, CUSTOMER will be permitted to designate up to ten (10) Customer personnel for purposes of obtaining support services from Integrify ("*Eligible Customer Personnel*"). Integrify will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table. For purposes of this Agreement, the term "*Technical Support*" means the provision of responses by qualified Integrify personnel to questions from Eligible Customer Personnel related to functional errors in the licensed Software. Integrify will ensure that any Integrify personnel engaged in the provision of Technical Support hereunder are reasonably qualified, competent and able to provide Technical Support as Eligible Customer Personnel may reasonably be expected to request.

FORM OF SUPPORT	AVAILABILITY	TARGETED RESPONSE TIME
Telephonic support by qualified Integrify personnel	Integrify's regular business hours, excluding Integrify corporate holidays,[1] currently Monday-Friday 8:00AM - 6:00PM Eastern Standard Time	Within 1 business hour
E-Mail Support (at support@integrify.com)	Integrify's regular business hours, excluding Integrify corporate holidays, currently Monday-Friday 8:00AM - 6:00PM Eastern Standard Time	Within 1 business hour
Premium Technical Support	Integrify's regular business hours, excluding Integrify corporate holidays, currently Monday-Friday 8:00AM - 6:00PM Eastern Standard Time. Premium Technical Support includes the provision of responses by qualified Integrify personnel to questions from Eligible Customer Personnel related to use and operation of the Software licensed to CUSTOMER defined in the License Agreement, including basic instruction of the Software. Available to customers having paid additional support premiums per non-standard agreement - please contact Integrify for details.	Within 1 business hour
Escalated/Emergency Responses and Support	24 hours per day, each day of the year, available to customers having paid additional support premiums per non-standard agreement – please contact Integrify for details.	Varies by agreement – please contact Integrify for details.
On-Site Support	N/A	N/A

[1] Integrify Corporate Holidays are: New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.

4. Additional Services.

LICENSOR will consider requests from CUSTOMER for the development of modifications to the Software, but will have no obligation to develop such modifications unless LICENSOR agrees in writing to do so. LICENSOR will invoice CUSTOMER, at LICENSOR'S then applicable charges, for any services provided by LICENSOR at CUSTOMER 's request which are not within the scope of this Agreement, including any expenses incurred in providing such services. Such amounts will be due within thirty (30) days of LICENSOR'S invoice.

5.   Proprietary Rights.

CUSTOMER acknowledges that all modifications, updates, enhancements, corrections and other changes or additions to the Software provided to CUSTOMER pursuant to this Agreement constitute part of the Software subject to the License Agreement, and CUSTOMER may not use, copy, modify, disclose or transfer any part thereof except as specifically permitted by the License Agreement.

6.   Disclaimer of Warranties; Limitation of Liability.

EXCEPT AS EXPRESSLY STATED IN THE LICENSE AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SOFTWARE OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall LICENSOR be liable for any indirect, consequential, special, punitive, exemplary, or incidental damages of any kind, even if LICENSOR has been advised of the possibility of such damages. LICENSOR'S maximum aggregate liability for any claim arising in connection with this Agreement, whether based in contract, tort or otherwise, shall in no event exceed the total fees and charges paid to LICENSOR by CUSTOMER under paragraph two of this Agreement in the year in which the claim allegedly arose.

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.

Gary D. Yee, Ed.D.
President, Board of Education

CUSTOMER

Edgar Rakestraw, Jr., Secretary
Board of Education

By_____   Title_____
    Authorized Signature

Name_____   Date_____

_____
_____
_____
_____

Accepted by LICENSOR

By_____   Title VP. Sales
    Authorized Signature

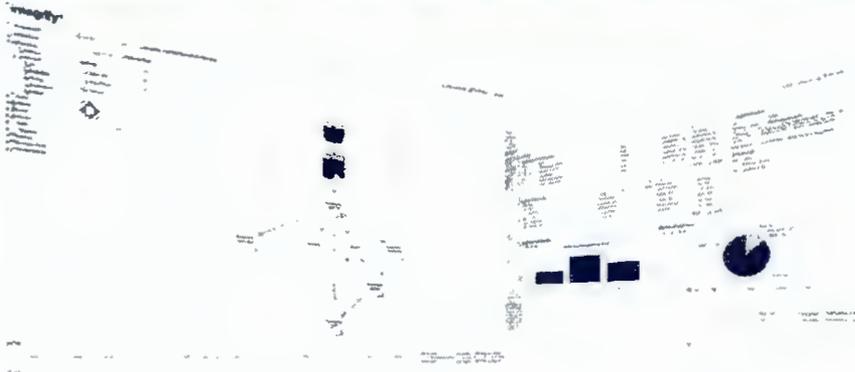Name David Wilser   Date 11/17/2010

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: _____
                    Attorney at Law

Integrify 5.0
A Lean BPM Solution

ATTACHMENT A

- GUI - Web Based Solution, Centralized portal and intuitive online forms deliver resistance-free end-user adoption
- Real-time audit trail provides the stats for a never-process-in-secret builder
- No coding required to create processes - put the power of process management in the hands of process owners
- Flexible delivery options to meet your needs: Integrify Cloud BPM (SaaS) or Integrify OnPremise BPM

Integrify 5.0 is a Lean BPM solution that helps organizations reduce cost and improve employee satisfaction by providing process definition, workflow automation and visibility for areas such as Information Technology, Human Resources, Finance, Sales, Marketing and other types of services.

Integrify 5.0 has been shown to reduce direct process and workflow costs by more than 30 percent, cut workflow and process management cycle times in half, and deliver positive ROI in less than 3 months.

What is Lean Business Process Management (BPM)?

Lean BPM means taking a pragmatic approach to implementing a BPM solution to manage your processes. Use department project wins to show success and build credibility, and then leverage these incremental process wins into repeatable success across the enterprise.

Integrify 5.0 is a lean, light but powerful BPM solution with a focus on quick implementation and ease of use. The Web 2.0 interface lets you quickly turn your ideas into a working process. Integrify's simple process development allows you to test, tweak and easily deploy your processes all from your web browser. It's really that simple.

The fastest way to define and deliver process solutions

Integrify 5.0 is the most powerful and easy-to-use Lean BPM system for companies that need to start effectively managing and improving workflow and processes today. Install (OnPremise) in less than an hour. Activate (Cloud) in minutes. Configure and deploy your processes in days, not weeks!

Integrify offers a full set of capabilities for building and deploying process-based applications:

• Rapid User Adoption. Simply configured user interfaces provide users an easy-to-use web-based interface for submitting requests, completing tasks and tracking process activity.

• No Programmers Required. Intuitive GUI-based process designer and forms creation, easy workflow routing definition and report building without the need for coding.

• Flexible and Robust. A service oriented architecture (SOA) built around REST web services and AJAX technology, Integrify 5.0 will open up programmatic access for custom applications while providing a widget export feature to place Integrify Widgets in any web or intranet page.

Integrify's solution provides a critical business productivity layer – automating laborious processes that require human intervention. Unlike other enterprise systems, Integrify is specifically designed to handle these human-to-human and human-to-system processes. It optimizes both people and process and requires minimal IT resources while encouraging constant improvement by process owners. Integrify enables an agile and flexible organization to realign processes with changing business strategy and structure.

Integrify's Lean BPM solution appeals to organizations of all sizes and can be applied to improve productivity and reduce cost.

integrify

Integrify is a secure, scalable Lean Business Process Management (BPM) system built on industry-leading technology that's time and real-world tested by more than 300,000 users.

Process Administration

Integrify 5.0 includes tools and features to make your core tasks more manageable than ever before, so you can spend more time solving your business issues and less time implementing your solutions.

The Administrator Interface provides a graphical environment that allows business owners to design processes and forms with little to zero programming experience, and provides them with reporting tools for control and performance measurement.

Even complex workflows are easy to create with Integrify. Build unique processes for single, group, and/or multi-tiered tasks, either parallel or sequential. Integrify will handle as many, or as few, steps as you need. Automatically route your process flow based on the data your users provide - with no scripting required. The intuitive, visual interface for conditional routing allows you to build process routing faster than ever before.

Integrify is robust. By leveraging Integrify 5.0's widget architecture, you can integrate your process tasks into your existing dashboard or portal. Built using a service oriented architecture (SOA), REST web services and AJAX technology, Integrify 5.0 will export Integrify Widgets that can easily be placed onto any web or intranet page.

User Portal

Integrify 5.0 features a user interface designed to make process and workflow management and execution not just easier than ever before, but also more portable, making your processes available when and where you need them most.

Anyone who can use a browser will be successful with Integrify 5.0. The End User Interface is a personalized process portal for submitting, processing and real-time tracking of requests. End users can check the status of their processes anytime using a graphical process flow. These flow diagrams will vividly show which tasks are completed, pending or in progress.

Easy navigation and icons put the process management information that users need at their fingertips including an intuitive tabbed interface, user defined views into open tasks and requests, search capabilities, task delegations and user-defined dashboard reports for analyzing processes.

Integrify is flexible. With the Integrify 5.0 widgets, users can also start and review processes, complete tasks and generate reports outside of the Integrify portal, providing users the ability to interact with processes the way you want them to.

System Requirements (Integrify BPM OnPremise)

Integrify Web Server
Shared or dedicated Windows 2003 or 2008 running IIS 6.0
Microsoft .NET Framework 3.5

Database Support
Oracle 10g or later
SQL Server 2005 or 2008

User and Administrative Interfaces
Internet Explorer 6.0 or higher
Firefox 3.0.6 or higher
Safari 3.2.1 or higher

About Integrify, Inc.

Integrify® is based in Chicago, Illinois. Integrify is a premier software provider of next-generation Lean Business Process Management (BPM) software for managing internal controls, request and authorization processes and corporate compliance initiatives. The company, which focuses on improving corporate productivity with web-based software and superior service, has created software that enables enterprises to comply with corporate governance, legislation and realize cost savings by optimizing business processes.

integrify™   ATTACHMENT C

Quote No: 10142010-4
Quote Date: November 15, 2010
Valid until: 12/22/2010
Term: Budgetary Quote

Ship To	Bill To
Oakland Unified School District	Oakland Unified School District
1025 2nd Avenue	1025 2nd Avenue
Oakland, CA 94606	Oakland, CA 94606

To:	Gee Kin Chou	From: David Willsey	Credit Terms:	Subject to Approval
Phone:	510-879-8872	Phone 312-345-9118	F.O.B.:	Origin
Fax:		Fax: 312-345-9119		

Product	Description	Qty	Unit Price	Dsct	Net Unit Price	Ext Price
instl101-03	Integrify 5.0 - Server License * (includes 50 Concurrent User Capacity, all Integrify Plugins, API and Web Services)	1	$79,500.00	25.0%	$59,625.00	$59,625.00
intm 102-02	Integrify 5.0 Annual Maintenance Agreement (includes maintenance, support, version updates)- 18% of license fees	1	$14,310.00	0.0%	$14,310.00	$14,310.00
PS101-03	Level III Service Pack (Professional Services- 170 pre-paid hours) **	1	$27,000.00	5.0%	$25,650.00	$25,650.00
	Optional Costs					
intsl102-02	Cost Per Additional 5 Concurrent Users - $6,000					

License Fees		$59,625.00
Maintenance Fees		$14,310.00
Service Fees **		$25,650.00
TOTAL		$99,585.00

Note: * Includes 10% Education Discount and additional 10% Marketing Discount (agreement to either press release or case study and to act as reference customer)
** 120 hours to be used for Consulting Services.
50 hours to be used for PDF Generation Task
Type.

Oakland Unified School District
Office of the Board of Education

December 14,
~~November 16~~ᵗʰ, 2010

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent, Business Services and Operations
Gee Kin Chou, Information Technology Officer

SUBJECT: Software License Agreement between the Oakland Unified School District
and Integrify, Inc. for the latter to provide software effective December
16, 2010 for software licensing fee not-to-exceed $59,625.00.

ACTION REQUESTED

Approval by the Board of Education of the Software License Agreement between the
Oakland Unified School District and Integrify, Inc, Chicago, IL, for the latter to provide
Software in perpetuity for software licensing fee not-to-exceed $59,625.00.

BACKGROUND

Oakland Unified School District has a clear need for online forms and workflow. Paper
driven processes lack automated controls, resulting in requests that lack the information
needed to complete the request. In addition, paper driven approval processes are time
consuming, lack visibility into where a request is in the approval process and lack
accountability when there are delays. This year construction has further decentralized
administration staff and limited parking downtown, making it even more difficult to
submit hard copies. All these factors have exacerbated the frustration of OUSD
employees in conducting District business and distract from the core mission of educating
Oakland's children.

Selection Process
In 2009-2010 Technology Services conducted a pilot using Microsoft CRM to develop
online forms and workflow. Microsoft CRM was chosen because it was the best solution
from Microsoft and would easily integrate with other Microsoft products. However,
during the pilot period it became apparent that using Microsoft CRM for this purpose
would require more development expertise than anticipated and would not easily scale

into a platform that could be used to eliminate most of the paper processes within the district.

Taking lessons learned during the pilot period, Technology Services re-examined the possible vendors with a focus on products that could be easily configured for our needs without programming. In the fall of 2010 we examined several vendors, ultimately arranging demonstrations with 6 vendors (see Attachment A). After examining these six vendors, we conducted a deeper examination of two vendors in addition to MS CRM (see Attachment B). We conducted reference checks and decided on the Integrify platform, which was the least expensive vendor of the three options.

Integrify is designed specifically to enable organizations to easily create online forms and automated workflow without programming. It has a few features that distinguish it from other similar products, including the ability to purchase concurrent licenses so that even infrequent users can access request history and the ability for users to view a simple flowchart of the process to see where is their request in the overall process. Selection of Integrify was made after several demonstrations and three reference checks.

FISCAL IMPACT

The State Loan will fund the $59,625.00.

RECOMMENDATION

Approval by the Board of Education of the Software License Agreement between the Oakland Unified School District and Integrify, Inc, Chicago, IL, for the latter to provide Software in perpetuity for an amount not-to-exceed $59,625.00.

ATTACHMENTS

Attachment   Integrify Software License Agreement

Contract only:

_____

Fiscal Service

Budget code:

_____

SOFTWARE LICENSE AGREEMENT

This Agreement ("Agreement") is made and entered into on **12 16 10** ~~2010~~ ("Effective Date"), by and between Oakland Unified School District ("**CUSTOMER**"), a public entity corporation located at 1025 2nd Avenue, Oakland, CA 94606, and Integrify, Inc., (hereinafter referred to as "**INTEGRIFY**"), an Illinois corporation located at 20 N Wacker Dr Ste 1828, Chicago, IL, 60606.

Background

INTEGRIFY provides software and services. CUSTOMER desires to receive a software license (as defined below) with INTEGRIFY using the INTEGRIFY software. In consideration of the mutual covenants made herein, the receipt and adequacy of which are hereby acknowledged, INTEGRIFY and CUSTOMER agree as follows:

INTEGRIFY and CUSTOMER agree that the terms and conditions stated below will apply to all Software (as defined below) licensed to CUSTOMER.

1. Definitions

The following definitions apply in this Agreement:

1.1 *"Documentation"* means the user manuals and other printed materials provided by INTEGRIFY with the Software, and any and all modifications, corrections, updates and enhancements to the Documentation INTEGRIFY may from time to time provide to CUSTOMER.

1.2 *"License"* means the right granted to CUSTOMER under the terms of this Agreement to use the Software.

1.3 *"Addendum"* shall mean any addendum to this Agreement executed by both Parties, if any, and may include, without limitation, Integrify's standard form Professional Services Addendum.

1.4 *"Licensed Materials"* means the Software and the Documentation.

1.5 *"Schedule"* means the License Schedule included as part of this Agreement and any supplement to such Schedule executed by the parties from time to time.

1.6 *"Software"* means the computer Software specified in the included Schedule. The term "Software" includes all computer programs and other information provided in machine-readable form by INTEGRIFY as part of the Software, the magnetic media on which such programs and information are provided, and all copies and partial copies of such programs and information, regardless of the media on which such copies are recorded, and any and all modifications, corrections, updates and enhancements to the Software INTEGRIFY may from time to time provide to CUSTOMER.

1.7 *"Authorized End User"* shall mean Customer's employees, agents, and independent contractors when and to the extent they are acting on behalf of Customer.

1.8 *"Confidential Information"* shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation and the provisions of the Schedule will be deemed Confidential Information of Integrify.

2. License Fees and Other Charges

2.1   CUSTOMER agrees to pay the License fees and other charges specified in the Schedule. Unless otherwise provided in the Schedule, all fees and charges will be invoiced to CUSTOMER at the time of the signed agreement, unless otherwise agreed to by both parties, and are due 30 days from date of the invoice.

2.2   The fees and other charges specified in this Agreement do not include any sales, use or other applicable taxes, shipping expenses, or expenses incurred in providing Services. CUSTOMER agrees to pay all shipping expenses with respect to the Software and any sales, use or other tax (exclusive of taxes based on INTEGRIFY's net income) imposed by any jurisdiction as a result of this Agreement or any activities hereunder, regardless of when such tax liability is asserted.

2.3   All payments under this Agreement shall be made in U. S. Dollars. Any amount not paid by CUSTOMER within thirty (30) days after the date due will bear interest from the date due until paid at the rate of twelve percent (12%) per annum or, if less, the highest rate allowed by applicable law. In addition, if any payments owed by CUSTOMER are not paid when due, CUSTOMER agrees to pay all costs of collection, including but not limited to reasonable attorney's fees.

2.4   If INTEGRIFY, at the request of CUSTOMER, provides services not required to be provided under the Addendum to this Agreement or under a separate written agreement signed by the parties, CUSTOMER agrees to pay for such services in accordance with INTEGRIFY's applicable charges then in effect and to reimburse INTEGRIFY for all reasonable out-of-pocket expenses incurred in rendering such services.

3. License

Subject to the terms and conditions of this Agreement, INTEGRIFY grants to CUSTOMER a nonexclusive, nontransferable license to use the Licensed Materials identified in the Schedule and subject to the payment of the license and usage fees and limitations specified in the Schedule. This License grants CUSTOMER the right to use the computer programs included in the Software in object code form only, and CUSTOMER shall have no right to obtain or use the source code for the Software under any circumstances. CUSTOMER may not: (a) copy any portion of the Software, except as expressly provided in Section 5 of this Agreement; (b) copy any portion of the Documentation, with the exception that user manuals may be copied and distributed to CUSTOMER's employees and independent contractors pursuant to the final sentence of this Section 3; (c) decompile, disassemble, cross-compile or reverse engineer the Software; (d) merge or embed the Software into another program; (e) modify, alter or create derivative works based on the Licensed Materials, except as expressly provided in Section 8 of this Agreement or for the sole purpose of integrating the Software with CUSTOMER's existing computer systems, in which event INTEGRIFY shall retain ownership of all intellectual property rights in such derivative works; or (f) rent, lease, sublicense, distribute, transfer or timeshare the Licensed Materials. CUSTOMER may only distribute the Licensed Materials to, and permit the use of the Licensed Materials by, its employees and independent contractors, provided that any such independent contractors execute agreements with CUSTOMER under which they agree to be bound by the terms of this Agreement. The scope of the License and Licensed Materials defined herein shall not extend or apply to the utilization of the Software on the web or web server based platform beyond one URL.

4. Permitted Copies

CUSTOMER has the right to make copies of the Software for archival, testing and/or backup purposes only, provided that (a) each such copy shall include the INTEGRIFY copyright, trademark, and other appropriate proprietary rights notices, (b) all copyright, trademark, and other proprietary rights notices contained in or placed upon the Software, consistent with the foregoing, are not obscured or removed so as to prevent reasonable notice of the INTEGRIFY proprietary rights, and (c) any such copies and any subsequent use thereof shall not violate any terms of the License defined herein as set forth by Section 3 above or otherwise.

5. Transfer

CUSTOMER may not transfer the License or otherwise assign any rights under this Agreement to any other person unless: (a) INTEGRIFY has given its written consent, which it may withhold in its discretion; (b) CUSTOMER retains no copies (including backup copies) of the Software or Documentation; and (c) the transferee agrees in writing to comply with the terms of this Agreement and such agreement is provided to INTEGRIFY. Any transfer permitted by the foregoing sentence shall be deemed an assignment of all CUSTOMER's rights under this Agreement, but shall not relieve CUSTOMER of any

of its obligations under this Agreement. CUSTOMER shall also be permitted to assign any of its rights or delegate any of its duties hereunder to a corporate successor pursuant to a merger or a sale of all or substantially all of its assets or capital stock as agreed to by the shareholders of CUSTOMER.

6. INTEGRIFY Obligations

6.1 Implementation Plan; Access Term. CUSTOMER understands that, before access to the Software can be provided to CUSTOMER, CUSTOMER's systems may require supplementation, modification, installation or configuration, and will in any case require the performance of various professional services to prepare CUSTOMER's systems for such purposes, and that INTEGRIFY's systems may also require preparation in order to make available such access for CUSTOMER's particular systems as contemplated hereunder. Accordingly, CUSTOMER acknowledges that in the event that CUSTOMER requires such professional services, the Parties will negotiate an appropriate Work Statement setting forth an implementation plan (the "*Initial Implementation Plan*") pursuant to an executed Professional Services Addendum to this Agreement. Notwithstanding the foregoing, Customer acknowledges that INTEGRIFY will have no obligation to perform any services under the Initial Implementation Plan unless and until engaged to perform such services in an Addendum to this Agreement or in a separate written agreement.

6.2 Support Services; Training. INTEGRIFY will provide the support services set forth in the Maintenance and Support Agreement, provided that CUSTOMER has paid all fees due under this Agreement and the Maintenance and Support Agreement, and further provided that INTEGRIFY will have no obligation to provide support to CUSTOMER with respect to (i) use of the Software other than according to the Documentation or the terms of this Agreement; (ii) any modification of the Licensed Materials by CUSTOMER or any third party; or (iii) any combination of the Software with hardware, software or technology not provided by INTEGRIFY. INTEGRIFY will further make available training services to a limited number of Customer personnel as described in the Schedule, provided that, unless otherwise agreed by the Parties in writing, INTEGRIFY will not be obligated to train more than the number of persons specified in such Schedule or to provide training services beyond the scope contemplated in the Schedule.

7. CUSTOMER Obligations

7.1 Authorized End User Access to Services. Subject to the terms and conditions herein, CUSTOMER may permit any Authorized End User, up to the number of named or concurrent users and administrators specified in the Schedule, to access and use the features and functions of the Software. CUSTOMER will ensure that any such Authorized End User who is not CUSTOMER's employee will be bound by a contractual, enforceable agreement, which agreement must be reasonably suitable in form to INTEGRIFY, and which agreement, in any case, will by its terms provide substantially the same or greater protections for INTEGRIFY's Confidential Information and Licensed Material as are provided by the terms hereof.

7.2 Provision of Support to Authorized End Users. Other than as required from INTEGRIFY under Section 6.2, CUSTOMER will provide all maintenance and technical support services as may be required by its Authorized End Users, with respect to provision of access to, and use of, the Software, and, except with respect to INTEGRIFY's obligations under Section 6.2, nothing in this Agreement will be construed to grant CUSTOMER or its Authorized End Users any right whatsoever to receive maintenance or technical support services from INTEGRIFY. In the event that any CUSTOMER Authorized End User contacts INTEGRIFY, INTEGRIFY, in its discretion, may decline to provide such services and, at CUSTOMER's expense, redirect and/or refer such Authorized End User to CUSTOMER at such point of contact as CUSTOMER may hereafter designate in writing to INTEGRIFY.

7.3 Assistance to INTEGRIFY. CUSTOMER will, at its own expense, provide assistance to INTEGRIFY, including, but not limited to, by means of access to, and use of, CUSTOMER facilities and CUSTOMER equipment, as well as by means of assistance from CUSTOMER personnel, to the limited extent any of the foregoing may be reasonably necessary to enable INTEGRIFY to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 6.2.

8. Term

The License is effective upon delivery of the Software to CUSTOMER and will remain a perpetual license with no expiration date until the termination as provided herein. CUSTOMER may terminate the License at any time upon 14 days' written notice to INTEGRIFY. INTEGRIFY may terminate the License upon 14 days written notice to the CUSTOMER if CUSTOMER breaches any provision of this Agreement. CUSTOMER shall remain obligated to pay all license fees and other charges notwithstanding any termination of the Agreement by the CUSTOMER. Immediately upon termination of the License for any reason, CUSTOMER will destroy or return to INTEGRIFY at CUSTOMER's expense the original and all copies of the Software and certify such fact in writing to INTEGRIFY, and this obligation will survive any such termination of the Agreement. The provision in Sections 4, 8, 9, 10, 12, and 13 hereof, including the limitations enumerated at Section 3, shall survive the termination of this Agreement.

9. Proprietary Rights in Software

This Agreement grants CUSTOMER only a license to use the Software and does not transfer to CUSTOMER title to any portion of the Licensed Materials, or any intellectual property or proprietary rights therein, which remain the exclusive property of INTEGRIFY. CUSTOMER acknowledges that the Licensed Materials constitute and contain valuable proprietary information of INTEGRIFY, including trade secrets and works of authorship protected by copyright laws, and agrees to hold the Licensed Materials in confidence. Aspects of the Software that are proprietary include, but are not limited to, the series of instructions and the structure, logic flow, coding techniques and routines, file layouts, screen displays and command structure of the Software. CUSTOMER may modify screen layouts, style sheets, and graphics as long as these modifications do not change the functionality of the Software, provided that INTEGRIFY shall own all intellectual property rights in any such derivative works. CUSTOMER may also connect to and read data form the underlying database if CUSTOMER wishes to use third party reporting tools or otherwise export data generated by the Software. CUSTOMER will not use or copy the Licensed Materials except as specifically permitted by this Agreement and will not disclose the Licensed Materials to others, except as permitted in this Agreement. CUSTOMER agrees to use its best efforts to prevent any unauthorized use, copying or disclosure of the Licensed Materials provided to CUSTOMER and will notify INTEGRIFY immediately upon learning of any such unauthorized use, copying or disclosure. CUSTOMER will not remove or alter any copyright and proprietary notices appearing in or on the Licensed Materials. CUSTOMER agrees that the use of copyright notices on the Licensed Materials shall not be taken to indicate that such material has been published. CUSTOMER's obligations under this section shall survive any termination of the License.

10. Limited Warranty and Limitation of Liability

10.1 INTEGRIFY warrants that: (a) INTEGRIFY has the full right to grant the License; and (b) the Software shall perform substantially in accordance with the Documentation for sixty (60) days from the date of this Agreement (the "Warranty Period"). INTEGRIFY's sole obligation for a breach of any of the above warranties shall be to modify or, at its option, replace the Software to eliminate the non-conformity. INTEGRIFY does not warrant that the Software will operate in an uninterrupted or error-free fashion or that the functions contained in the Licensed Product will meet CUSTOMER's requirements.

10.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INTEGRIFY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES FURNISHED BY INTEGRIFY. INTEGRIFY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OR OTHER OBLIGATIONS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10.3 IN NO EVENT SHALL INTEGRIFY, OR ANYONE INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE OR CONSULTING SERVICES, BE LIABLE, WHETHER BASED ON A CLAIM IN TORT, CONTRACT OR OTHERWISE, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY OR RESULTING FROM USE OF THE SOFTWARE OR OTHER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA OR COSTS OF RECREATING LOST DATA, LOSS OF USE OF THE SOFTWARE OR COSTS OF OBTAINING SUBSTITUTE PRODUCTS, OR CLAIMS OF THIRD PARTIES, EVEN IF INTEGRIFY HAS BEEN INFORMED OF

THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN EXCLUSIVE REMEDY FAILS TO ACHIEVE ITS PURPOSE. THE AGGREGATE LIABILITY OF INTEGRIFY SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO INTEGRIFY UNDER THIS AGREEMENT.

10.4   CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS OBTAINED ALL NECESSARY RIGHTS OR CONSENTS REQUIRED TO PERMIT INTEGRIFY TO RENDER THE SERVICES.

11. Indemnity

11.1 INTEGRIFY will defend, indemnify and hold CUSTOMER and its directors, officers, employees and agents harmless from and against any claims, demands, causes of action, losses, settlements, damages, liabilities, costs and expenses (including attorneys' fees) arising from or relating to any and all claims that the Software infringes the intellectual property rights of a third party. In the event of a claim of infringement, INTEGRIFY's primary obligation shall be to enable CUSTOMER to continue to use the Software. Accordingly, if INTEGRIFY believes that CUSTOMER's use of the Software will be enjoined by reason of infringement or if a final injunction is obtained against CUSTOMER's use of the Software, then INTEGRIFY will, at its expense and election and as CUSTOMER's sole remedy, either: (i) procure for CUSTOMER the right to continue to use the infringing Software and will expend up to the amount of the total license fee paid by CUSTOMER to INTEGRIFY for the infringing Software to do so, or (ii), at its expense, use commercially reasonable efforts to replace or modify the infringing Software so that it becomes non-infringing while still containing the substantially same functionality, or (iii) refund the license fees paid by CUSTOMER to INTEGRIFY for the infringing Software. INTEGRIFY will not indemnify CUSTOMER for infringement if CUSTOMER has modified the Software without INTEGRIFY's assistance, if the use of the Software as originally provided and later modified by INTEGRIFY or alone would not be infringing.

11.2 CUSTOMER will defend, indemnify and hold INTEGRIFY and its directors, officers, employees and agents and its affiliates and their directors, officers, employees and agents harmless from and against any claims, demands, causes of action, losses, settlements, damages, liabilities, costs and expenses (including attorneys' fees) (a) arising from or relating to CUSTOMER's use of the Software or (b) made by a third party and relating to the Services rendered by INTEGRIFY under this Agreement.

11.3 In the event that either party believes it has a claim requiring indemnity under this Agreement, the indemnified party shall promptly provide the indemnifying party: (a) written notice of such claim, including a copy of all communications regarding such claim; (b) full authority to defend or settle such claim; and (c) reasonable assistance and cooperation in connection with the defense and settlement of such claim.

12. Confidentiality

Except as provided in this Agreement, during the term of this Agreement and for three years afterwards, a party will not disclose or use any information designated as confidential by the other party, or its Customers, for gain or otherwise, provided the information is not already in the public domain or becomes in the public domain through no fault of the receiving party. The parties hereby designate as confidential information the terms of this Agreement; the Licensed Materials; all technological applications or designs, codes, project plans, schedules, milestones, deliverables, data, software programs, trade secrets, inventions, techniques, schematics, contracts, financial information, sales and marketing plans, Customer data, business plans, and any other information specifically designated by a party in writing. Confidential information shall not include information developed or conceived by a party's employees or agents without access to the other party's confidential information and as evidenced by documents contemporaneously maintained.

13. General

13.1   Any provisions, terms or conditions of CUSTOMER's purchase orders or other documents received from CUSTOMER which are in any way inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon INTEGRIFY and shall have no applicability to the products or services of INTEGRIFY provided to CUSTOMER.

13.2   If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13.3   All notices under this Agreement shall be in writing and directed to INTEGRIFY at the address noted below and to CUSTOMER at the address noted below, unless otherwise specified by a written notice so given. All such notices shall reference this Agreement and shall deemed duly given when actually delivered to the other party or at the time mailed if sent by first-class certified mail, postage prepaid and return receipt requested, addressed as stated above.

13.4   No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and no amendment or waiver shall be effective against INTEGRIFY unless it is signed by a duly authorized corporate officer of INTEGRIFY.

13.5   CUSTOMER may not assign this Agreement except as expressly permitted by this Agreement. INTEGRIFY may assign its rights to amounts due hereunder but such assignment shall not relieve INTEGRIFY of its obligations under this Agreement. This Agreement will be binding on the parties and their respective successors and permitted assigns.

13.6   INTEGRIFY will not be responsible for any delays in performing its obligations under this Agreement due to any cause beyond its reasonable control.

13.7   This Agreement will be deemed accepted in and governed by the laws of the State of Illinois (excluding: (a) laws relating to conflicts of laws, (b) the United Nations Convention on Contracts for the International Sale of Goods, (c) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (d) the protocol amending the 1974 Convention, done at Vienna April 11, 1980). Any action relating to this Agreement shall be brought in, and CUSTOMER consents to the exercise of jurisdiction by, the courts of the State of Illinois for the judicial district in which Chicago, Illinois is located and the United States District Court for the Middle District of Illinois.

13.8   In the event of any actual or threatened breach of the provisions of this Agreement restricting the use, copying, disclosure or transfer of Software or INTEGRIFY's proprietary or confidential information, or any actual or threatened infringement of its rights in the Software, INTEGRIFY shall have the right, in addition to any other remedies it may have, to equitable injunctive relief, it being acknowledged that other remedies alone are inadequate.

13.9 The headings used in this Agreement are for convenience only and are not to be used to interpret this Agreement.

13.10 CUSTOMER acknowledges that it has had adequate opportunity to review the terms of this Agreement and to have its counsel review the terms of this Agreement, and agrees that this Agreement shall not be interpreted in favor of one party or the other in the event of any questions of interpretation.

13.11 This Agreement contains the complete and exclusive statement of the agreement between the parties, and supersedes all proposals, prior agreements and other communications between the parties, whether oral or written, relating to the subject matter of this Agreement.

13.12 CUSTOMER hereby authorizes INTEGRIFY to publicly disclose CUSTOMER's identity in connection with INTEGRIFY's sales and marketing efforts.
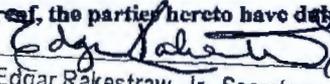
LICENSE SCHEDULE

Software- Integrify 5.0 Server License
  - includes 50 Concurrent User Capacity, 10 Integrify Plugins, API and Web Services

License Fees- $59,625

Actual and approved expenses are not included and will be billed separately.

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written:

Edgar Rakestraw, Jr., Secretary
Board of Education
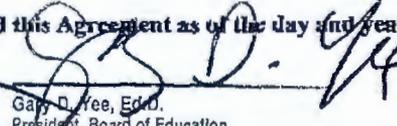
Gary D. Yee, Ed.D.
President, Board of Education

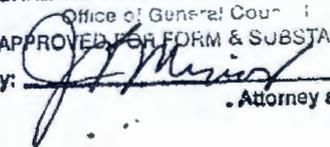CUSTOMER _____

BY _____   Title _____
   Authorized Signature

Name _____   Date _____

Accepted by INTEGRIFY

By _____   Title UP-SALES
   Authorized Signature

Name DAVID WILLSEY   Date 11/17/2010

Address:

20 N Wacker Dr #1828

Chicago, IL 60606

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Coun   i
APPROVED FOR FORM & SUBSTANCE
By: _____
                    . Attorney at Law

LEGISLATIVE FILE

File ID No. ___10-2863___
Introduction Date ___12-6-10___
Enactment No. ___10-225f___
Enactment Date ___12-14-10___

Rc

# **integrify**™

Your process. Your way.

Attachment E

SOFTWARE LICENSE AGREEMENT

License Agreement # 10-741

CUSTOMER INFORMATION:

Name/Customer: Oakland Unified School District _____

Address: 1025 2nd Avenue _____

                 Oakland, CA 94606 _____

                 _____

                 _____

Principal Contact Person: Gee Kin Chou _____

Title: CTO _____

Phone: 510-879-8872 _____

Fax: _____

Email Address: geekin.chou@ousd.k12.ca.us _____

Billing Contact: _____

Title: _____

Phone: _____

Fax: _____

Email Address: _____
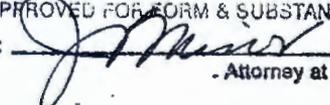
Attachment A: Summary of Platforms Demonstrated Fall 2010

Platform	Basic Description	Form Creation	Workflow Functionality	Integration with MS Programs?	Level of Programming Required	Explore Deeper?
Bamboo	Inexpensive workflow add-on to Sharepoint.	No functionality, relies on using MS InfoPath for form creation.	Basic, fairly limited. Focused on facilitating collaboration, not servicing customers.	Add-on to Sharepoint, fully integrated with MS.	Minimal	No – Workflow functionality too limited.
Perceptive Software	Content management software, focus on document management.	Very limited, not the focus of their product.	Limited, not their core strength.	Limited.	Unclear.	No – Focus on document management.
True North Logic	Primary focus had been human capital programs for school districts, new product focused on business process automation.	Has the ability to create forms, but model is for TNL to do the development.	Ability to create workflow out of the box somewhat limited. Model is for TNL to do development, relies heavily on coding.	Limited.	High. TNL typically does all development and the client makes modifications.	No – Requires high level of programming, not designed as a product that can be configured by users.
Salesforce	Cloud based customer relationship management software. *Salesforce has donated 100 licenses.*	Inexpensive add-on available. Limited functionality.	Out of the box limited functionality, no ability to do parallel process or go back more than one step.	None.	High.	No – Not a natural application for platform.

Microsoft CRM	Customer relationship management software. Only Microsoft product that could facilitate process automation.	No functionality for customer online forms out of the box, requires programming.	Fairly robust.	Fully integrated.	High for form creation. Less for workflow definition.	Yes
PerfectForms	Platform designed to create online forms and workflow.	Strength of platform. Easy to create, many options.	Has all functionality required, menu driven creation.	Integration with Active Directory and SQL only.	Minimal. Designed to allow non-programmer to create complex forms and workflow.	Yes
Integrify	Platform designed to create online forms and workflow.	Has functionality required. Easy to create.	Strength of platform. Robust functionality, menu driven creation.	Integration with Active Directory and SQL only.	Minimal. Designed to allow non-programmer to create complex forms and workflow.	Yes

Attachment B: Deeper Exploration – Three Platforms

Factor	PerfectForms	Integrify	Mircosoft CRM
Ease of creating online forms	Emphasis on creating beautiful forms. Similar to working in Visio or Adobe Form Designer.	Not as flexible as PerfectForms. Graphic interface with limited formatting options.	Not an out of the box feature. Requires customization.
Ease of creating workflows	Graphic interface, similar to Visio.	Emphasis of platform. Graphic interface, users can view flowchart of process.	Menu driven creation, could do without programming.
Level of complexity that workflow can achieve	No limit on parent-child branches. Unlimited tasks and rules.		
Ability to create automated emails (from individual service provider)	Yes, can define to send from provider (verbal answer, couldn't find on site).	Can define the system "from" email specific to the task.	Yes, can send from individual staff member. Easy to create dynamic emails sent as part of workflow.
Dashboards	Notification dashboard is single list of pending tasks. Can sort list, but could only have one list, no selection criteria. To get more complex list would need to use report.	Widget based creation, limited customization. Defined dashboard look and feel. Can have multiple "queues" lists of pending tasks with different filters.	Not an out of the box feature. Requires customization
Nice interface for users	Forms and dashboard can be embedded in any website	Forms can be embedded in any website.	Out of the box interface focused on private sector users, emphasis on sales. Creating interface appropriate for OUSD requires customization.
Integration with Active Directory	Yes for populating user profiles and real-time authentication. Name address, email, manager.		Yes, fully integrates with MS products.
Ease of integration with external data sources	Use API	Use API. Can integrate with any database that is ODDC compliant or has OLEDD provider. Support interfacing with web services.	Use API.
Sophistication of reporting functionality	Can use multiple datasources, from forms within system. Could pull external data into form to be able to incorporate. Menu driven creation, including formulas and charts.		Basic charts available out of the box. Complex reports require customization.
References	Glowing on customer service and intuitive design. Use of platform focused on forms, very limited use of workflow.	Similar glowing reports on customer service and intuitive design. Focus on workflow.	

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Ship To	Bill To
Oakland Unified School District	Oakland Unified School District
1025 2nd Avenue	1025 2nd Avenue
Oakland, CA 94606	Oakland, CA 94606

To:	Gee Kin Chou	From: David Willsey	Credit Terms:	Subject to Approval
Phone:	510-879-8872	Phone 312-345-9118	F.O.B.:	Origin
Fax:		Fax: 312-345-9119		

Product	Description	Qty	Unit Price	Dsct	Net Unit Price	Ext Price
instl101-03	Integrify 5.0 - Server License * (includes 50 Concurrent User Capacity, all Integrify Plugins, API and Web Services)	1	$79,500.00	25.0%	$59,625.00	$59,625.00
intm 102-02	Integrify 5.0 Annual Maintenance Agreement (includes maintenance, support, version updates)- 18% of license fees	1	$14,310.00	0.0%	$14,310.00	$14,310.00
PS101-03	Level III Service Pack (Professional Services- 170 pre-paid hours) **	1	$27,000.00	5.0%	$25,650.00	$25,650.00
	Optional Costs					
intsl102-02	Cost Per Additional 5 Concurrent Users - $6,000					

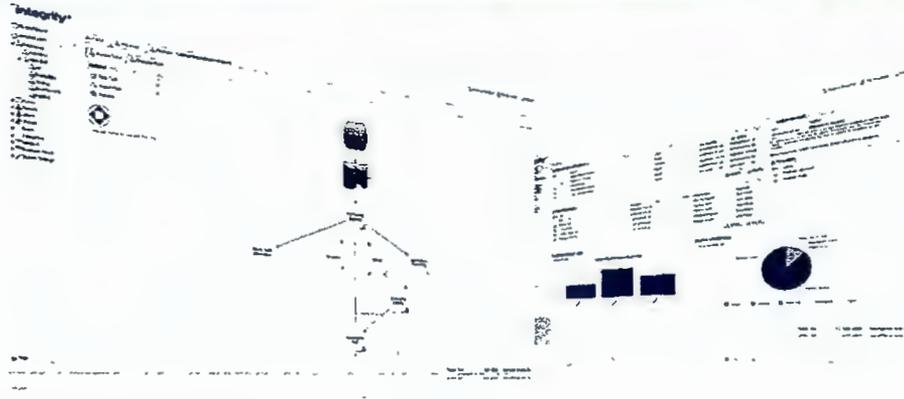|		
	License Fees	$59,625.00
	Maintenance Fees	$14,310.00
	Service Fees **	$25,650.00
	TOTAL	$99,585.00

Note: * Includes 10% Education Discount and additional 10% Marketing Discount (agreement to either press release or case study and to act as reference customer)
** 120 hours to be used for Consulting Services.
50 hours to be used for PDF Generation Task
Type.

Integrify 5.0
A Lean BPM Solution

ATTACHMENT

- 100% Web Based Solution. Centralized portal and intuitive online forms deliver resistance free and user adoption.
- Real-time audit trail provides the status of every process to key stakeholders.
- No coding required to create processes - put the power of process management in the hands of process owners.
- Flexible delivery options to meet your needs. Integrify Cloud BPM (SaaS) or Integrify OnPremise BPM

Integrify 5.0 is a Lean BPM solution that helps organizations reduce cost and improve employee satisfaction by providing process definition, workflow automation and visibility for areas such as Information Technology, Human Resources, Finance, Sales, Marketing and other types of services.

Integrify 5.0 has been shown to reduce direct process and workflow costs by more than 30 percent, cut workflow and process management cycle times in half, and deliver positive ROI in less than 3 months.

What is Lean Business Process Management (BPM)?

Lean BPM means taking a pragmatic approach to implementing a BPM solution to manage your processes. Use department project wins to show success and build credibility, and then leverage these incremental process wins into repeatable success across the enterprise.

Integrify 5.0 is a lean, light but powerful BPM solution with a focus on quick implementation and ease of use. The Web 2.0 interface lets you quickly turn your ideas into a working process. Integrify's simple process development allows you to test, tweak and easily deploy your processes all from your web browser. It's really that simple.

The fastest way to define and deliver process solutions

Integrify 5.0 is the most powerful and easy-to-use Lean BPM system for companies that need to start effectively managing and improving workflow and processes today. Install (OnPremise) in less than an hour. Activate (Cloud) in minutes. Configure and deploy your processes in days, not weeks!

Integrify offers a full set of capabilities for building and deploying process-based applications:

• Rapid User Adoption. Simply configured user interfaces provide users an easy-to-use web-based interface for submitting requests, completing tasks and tracking process activity.

• No Programmers Required. Intuitive GUI-based process designer and forms creation, easy workflow routing definition and report building without the need for coding.

• Flexible and Robust. A service oriented architecture (SOA) built around REST web services and AJAX technology, Integrify 5.0 will open up programmatic access for custom applications while providing a widget export feature to place Integrify Widgets in any web or intranet page.

Integrify's solution provides a critical business productivity layer – automating laborious processes that require human intervention. Unlike other enterprise systems, Integrify is specifically designed to handle these human-to-human and human-to-system processes. It optimizes both people and process and requires minimal IT resources while encouraging constant improvement by process owners. Integrify enables an agile and flexible organization to realign processes with changing business strategy and structure.

Integrify's Lean BPM solution appeals to organizations of all sizes and can be applied to improve productivity and reduce cost.

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Integrify is a secure, scalable Lean Business Process Management (BPM) system built on industry-leading technology that's time and real-world tested by more than 300,000 users.

Process Administration

Integrify 5.0 includes tools and features to make your core tasks more manageable than ever before, so you can spend more time solving your business issues and less time implementing your solutions.

The Administrator Interface provides a graphical environment that allows business owners to design processes and forms with little to zero programming experience, and provides them with reporting tools for control and performance measurement.

Even complex workflows are easy to create with Integrify. Build unique processes for single, group, and/or multi-tiered tasks, either parallel or sequential. Integrify will handle as many, or as few, steps as you need. Automatically route your process flow based on the data your users provide - with no scripting required. The intuitive, visual interface for conditional routing allows you to build process routing faster than ever before.

Integrify is robust. By leveraging Integrify 5.0's widget architecture, you can integrate your process tasks into your existing dashboard or portal. Built using a service oriented architecture (SOA), REST web services and AJAX technology, Integrify 5.0 will export Integrify Widgets that can easily be placed onto any web or intranet page.

User Portal

Integrify 5.0 features a user interface designed to make process and workflow management and execution not just easier than ever before, but also more portable, making your processes available when and where you need them most.

Anyone who can use a browser will be successful with Integrify 5.0. The End User Interface is a personalized process portal for submitting, processing and real-time tracking of requests. End users can check the status of their processes anytime using a graphical process flow. These flow diagrams will vividly show which tasks are completed, pending or in progress.

Easy navigation and icons put the process management information that users need at their fingertips including an intuitive tabbed interface, user defined views into open tasks and requests, search capabilities, task delegations and user-defined dashboard reports for analyzing processes.

Integrify is flexible. With the Integrify 5.0 widgets, users can also start and review processes, complete tasks and generate reports outside of the Integrify portal, providing users the ability to interact with processes the way you want them to.

System Requirements (Integrify BPM OnPremise)

Integrify Web Server
Shared or dedicated Windows 2003 or 2008 running IIS 6.0
Microsoft .NET Framework 3.5

Database Support
Oracle 10g or later
SQL Server 2005 or 2008

User and Administrative Interfaces
Internet Explorer 6.0 or higher
Firefox 3.0.6 or higher
Safari 3.2.1 or higher

About Integrify, Inc.

Integrify® is based in Chicago, Illinois. Integrify is a premier software provider of next-generation Lean Business Process Management (BPM) software for managing internal controls, request and authorization processes and corporate compliance initiatives. The company, which focuses on improving corporate productivity with web-based software and superior service, has created software that enables enterprises to comply with corporate governance, legislation and realize cost savings by optimizing business processes.

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