



397 Eagleview Blvd. Exton, PA 19341

Aesop Customer Agreement

PRPUS24953497

10/03/2014

P: 610-722-9745 | F: 888-492-0337

Customer:

Township of Union Public School District
2369 Morris Ave
Union NJ 07083

Contact: Manuel Vieira
Title: Business Administrator
Phone: (908) 851-3000
Email: mvieira@twpunionschools.org

Agreement Details:

Pricing Expiration: 12/31/2014
Account Manager: Spencer Sunde

Initial Term:
Subscription Billing Terms: Annually, based on 10 Months
One-Time Startup Cost Billing Terms: One-Time, Invoiced after signing
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Year 1: Annual Subscription and One-Time Startup Costs	\$20,300.00
Year 2: Annual Subscription Items	\$14,800.00

Itemized Description	Unit Price	Qty	Mths	Total
Aesop Subscription - Employees needing replacement	\$1.50	800	10	\$12,000.00
Aesop Subscription - Employees not needing replacement	\$0.70	400	10	\$2,800.00
Aesop Startup Cost - Implementation	\$5,000.00	1	0	\$5,000.00
Aesop Startup Cost - Web Branding	\$500.00	1	0	\$500.00
Aesop Startup Cost - Integration	FREE	1	0	FREE
Aesop Subscription - Integration(s)	FREE	1	0	FREE

Amount Due at Signing (One-Time Setup Cost) \$5,500.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Township of Union Public School District

Frontline Technologies Group, LLC

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:



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ADDITIONAL TERMS:

1. **Subscription.** Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop®") by Customer and those employees Customer registers on Aesop® as "Designated Employees."
2. **Term.** The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. **Payment.**
 1. The Implementation and System(s) Integration Setup fees set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Implementation and System(s) Integration Setup fees on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Estimated Annual Subscription and the Estimated Monthly Investment set forth on the first page of this Agreement are merely illustrative and are based on Customer's usage estimates. At the end of the month that Aesop® is fully functional for Customer, Frontline will render a detailed invoice, showing the number of Customer employees entered into Aesop®, multiplied by the applicable Employees Requiring a Substitute Rate and Employees Not Requiring a Substitute Rate (collectively, the "Employee Rates") as set forth on the first page of this Agreement, to yield the actual monthly investment (the "Actual Monthly Investment"). This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). There will be no charge for summer usage. Should the number of employees on Aesop® change significantly during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
 3. The System(s) Integration Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline, at the end of the month that the System(s) Integration is fully functional for Customer.
 4. Before the start of the school year, Frontline will calculate the Actual Monthly Investment by multiplying the actual employees entered into Aesop® by the applicable Employee Rates, as amended from time to time, to yield the Actual Monthly Investment. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription plus any System(s) Integration Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice, or present a refund, for the difference.
 5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. **Aesop® Assistance.** Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop®, and (b) ongoing telephone assistance regarding the use of Aesop® during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's Aesop® Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop®.
5. **Aesop® Operation.** Customer acknowledges and agrees that it must properly enter data and information onto Aesop® in order for Aesop® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop®. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop®.
6. **Aesop® Administrator.** At all times, Customer must have an employee who has obtained Aesop® administrator certification training from Frontline and who is certified by Frontline as an Aesop® administrator ("Aesop® Administrator"). If the Aesop® Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop® administrator certification and be designated as an Aesop® Administrator.
7. **Vacancies.** Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. **Subscription Restrictions.**
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop® by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. **Integration.** In the event Customer purchases setup and/or subscription to Frontline's integration services, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
10. **Limitation of Liability.**
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
11. **Termination.**
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
12. **Public Disclosure.** Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop®, for Frontline's advertising and other promotional purposes.
13. **Copyright and Trademarks.** All intellectual property pertaining to Aesop®, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
14. **Entire Agreement.** This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.