

THE UNIVERSITY OF MEMPHIS

Procurement Services
 115 Administration Bldg
 Memphis, TN 38152-3370
 Phone (901) 678-2265 Fax (901) 678-2102

PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: Omnilett LLC
 PMB 232
 525 E Market St Ste K PMB 232
 Leesburg VA 20176-4171

PO Number: **P0014595**
 Issue Date: 06/01/07
 Page No: 1
 Delivery Date: 06/01/07
 Vendor ID: U00242906

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

S H I P P I N G
 Police Services
 Zack Curlin
 Parking Garage Room 100
 Memphis TN 38152
 ATTN: Derek Myers


B I L L I N G
 University of Memphis
 Accounting Office
 275 Administration Bldg
 Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1.00	EA	All terms and conditions of bid request are incorporated in this purchase order and are made an integral part thereof the same as if copied full herein. Telecommunication Relay Services (Text Telephone (Text messaging alert system by e2campus 20,000 users	18,000.0000	18,000.00
TOTAL:					18,000.00

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

AUTHORIZED SIGNATURE: 
 FOR THE UNIVERSITY OF MEMPHIS

ACCOUNTING INFORMATION:
 110001-503000-74290 18,000.00

07-05-055
License Agreement
(06/07)



e2Campus Service Agreement

This Services Agreement (this "Agreement") is made as of May 18, 2007 ("Effective Date") by and between OMNILERT, LLC a Virginia Corporation ("Omnilert") and University of Memphis ("Customer").

In consideration of the promises set forth below, the parties hereby agree to be bound as follows:

- 1) Omnilert provides a web-based wireless campus community system and support services.
- 2) Omnilert Address Information

OMNILERT, LLC
525-K East Market Street, #232
Leesburg, VA 20178

3) Omnilert Contact Information

Account Manager:	Becky Macauley
Phone Number:	800-836-3525 X705
Fax Number:	206-338-5680
Email address:	bmacauley@e2campus.com

4) Customer Information. Customer Information is set forth in Attachment A which is part of this agreement.

5) Description of Services. Description of Services is set forth in Attachment B which is part of this agreement.

6) Pricing. Pricing is set forth in Attachment B.

7) Terms and Conditions

7.1 Payment Terms. Customer shall pay fees set forth on all invoices to begin service. It is agreed by all parties that all prices and amounts in this Agreement are in United States dollars. All invoices paid to Omnilert are to be in United States dollars.

Customer will be invoiced amount listed in Attachment B Paragraph 1.A. "Omnilert Service" upon execution of this agreement.

7.2 Customer Content. Customer Content is defined as content supplied to Omnilert or made available to a third party via Omnilert services by Customer or by any authorized party that Omnilert performs work for on behalf of Customer. Customer represents and warrants that the Customer Content will not: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene or contain child pornography or, if otherwise pornographic or indecent, will be distributed only to people legally permitted to receive such files; (e) violate any laws regarding unfair competition, anti-discrimination or false advertising, or (f) to its knowledge contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. ~~Customer will indemnify and hold harmless Omnilert including Omnilert employees, directors, officers, representatives, and agents from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys fees) brought against or incurred by Omnilert that arise from or relate to any breach of the foregoing warranty.~~

7.3 Mutual Nondisclosure Omnilert and Customer agree that "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified by Discloser as confidential or proprietary or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, patented or copyrighted information, computer programs, software, user interfaces, software documentation and/or specifications, formulas, data, inventions, algorithms, techniques, processes, marketing plans, strategies, business models, forecasts, training materials, third party confidential information, any business terms or agreements related to the Business Purpose and customer lists. Recipient shall keep Confidential Information in strict confidence and shall not disclose it to any third party, nor use such Confidential Information for any reason not directly related to the Business Purpose. Recipient's internal disclosure of Confidential Information shall be only to those employees or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify Discloser of any unauthorized disclosure or use of Confidential Information by any person. Recipient shall not reverse engineer, decompile, copy or export any Confidential

UNLESS REQUIRED BY LAW, 1

AD 5/21



e2Campus Service Agreement

Information. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order provided diligent efforts are undertaken to limit disclosure.

7.4 Additional Services. Additional services that are not specified in this Agreement and its Attachments can be authorized by Customer via e-mail, facsimile, postage mail or verbally if the authorization to perform additional services is accepted by Omniliert. Additional services authorization will be deemed accepted by Omniliert if Omniliert accepts the authorization for additional services in writing or if Omniliert performs the services specified by the authorization for additional services. Unless expressly stated otherwise, any additional services provided will be invoiced at Omniliert published price list rates. If additional services are not listed on Omniliert published price list, Omniliert will invoice either a specified amount as quoted to Customer or will invoice based on "Time and Materials". Time & Materials are defined as hourly rate for labor time spent performing additional services and/or cost of any materials purchased for or on behalf of the Customer. Time & Materials rates are \$125 per hour for labor and 15% handling fee added to the cost of any materials purchased for or on behalf of the Customer. Additional services may include but are not limited to database integration, database synchronization, or custom application development. Any additional services provided by Omniliert, whether or not an additional fee is charged is subject to the Terms & Conditions of this Agreement and does not alter the parties' other respective rights and obligations under this Agreement.

7.5 Limitation of Liability. The liability of either party under this Agreement or otherwise related to this Agreement shall be limited to the aggregate amounts actually paid or owed by Customer. In no event shall either party be liable to the other party for any consequential, incidental, indirect or punitive damages arising out of or in relation to this Agreement.

7.6 Term Termination. Either party may terminate the Agreement at any time, effective immediately, upon written notice to the other party, if such terminating party ceases or is unable to conduct its business as contemplated herein; or if the other party: (a) is in material breach of any of its obligations hereunder and fails to cure such breach in seven (7) calendar days of written notice, or (b) becomes insolvent, files a petition of bankruptcy or makes an assignment for the benefit of its creditors. Any payment obligations which exist as of the termination or expiration of the Agreement shall remain in effect and Omniliert shall invoice Customer for all work completed and for all obligations that Omniliert may have incurred with subcontractors on Customer's behalf.

7.7 Indemnification. Each party shall, at its own expense, indemnify, defend, and hold harmless the other party, and such party's employees, directors, officers, representatives, and agents (collectively referred to as the "Indemnified Parties") against any claim, suit, action, liabilities, costs, and expenses, including any other proceeding brought by a third party against the Indemnified Parties (collectively referred to as "Claims"), to the extent that such Claim is based on or arises from the breach of any representation, warranty or covenant of the indemnifying party contained in the Agreement.

7.8 Rights of Ownership Except as stated otherwise in the Agreement, all present and future rights, title and interest to a party's intellectual property, including any rights in and to any information or works contributed by a party under the Agreement, shall at all times be and remain the sole and exclusive property of such party.

7.9 Warranties of Omniliert. Omniliert warrants, represents, and covenants to Customer that use of Omniliert services does not violate any laws or regulations or infringe upon or misappropriate any intellectual property or proprietary rights of any third party, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws, other than any violations that may result from Content provided by Customer. Omniliert does not warrant the successful delivery of each message to each individual recipient. The Omniliert service depends on the individual cellular and mobile phone carriers to deliver SMS messages to each recipient. Omniliert is not responsible for any consequential damages. Omniliert is not a life-saving service.

7.10 Corporate Power. The Customer warrants and affirms that their representatives have the corporate power and authority to enter into and perform all of its obligations under this Agreement. The Customer further warrants that this agreement has been duly and validly executed and delivered to Omniliert and constitutes a legal, valid and binding obligations of the Customer in accordance with its terms.

7.11 No Waiver. The failure of any party in this Agreement to exercise any right, power or remedy provided under this Agreement shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW: AB S/LI

AS S/LI

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW: AB S/LI

REPRESENTS AB S/LI

e2Campus Service Agreement



7.12 Entire Agreement. The Agreement is the complete and exclusive Agreement between the parties with respect to the subject matter contained in the Agreement, superseding and replacing any and all prior Agreements, communications and understandings, written or oral pertaining to the subject matter of the Agreement.

* SUBJECT TO THE ATTACHED AMENDMENT SIGNED BY BOTH PARTIES.
Customer OMNILERT

THE UNIVERSITY OF MEMPHIS
By: Shirley C. Raines
Name: Shirley P. Raines
Title: President
Date: MAY 23 2007

OMNILERT, LLC
By: [Signature]
Name: ADA A. BARNES
Title: PRESIDENT
Date: 5/21/07

REVIEWED
AS TO LEGAL FORM & CONTENT
WJM @ UOM
OFFICE OF LEGAL COUNSEL
5/21/07
DATE

e2Campus Service Agreement



Omnilert Services Delivery Agreement - Attachment A

Customer Information

Customer Name: THE UNIVERSITY OF MEMPHIS

Customer is: [] An individual [] A partnership or [] limited partnership formed in (state/country) [] A limited liability company formed in (state/country) [] A corporation formed in (state/country) [X] Other - please describe NON-PROFIT

Customer Address: 101 JONES HALL MEMPHIS, TN 38152

Primary Contact: Title Telephone: Fax: Email: Web Site:

Billing Address (if different than above)

Billing Contact:

Additional Contacts (if required or different than above)

Contact: Title: Phone: Fax: Email: Contact: Title: Phone: Fax: Email: Contact: Title: Phone: Fax: Email:

Purchase Order Number:

OMNILERT, LLC Tax: ID 73 1716570

e2Campus Service Agreement



Omnilert Services Delivery Agreement - Attachment B

Description of Services

I. e2Campus Text Service: Unlimited Use

- Access to e2Campus from any device with internet connection such as a PC, mobile phone or PDA
- Send unlimited messages
- Unlimited groups (branch campuses, dorms, faculty-only, alumni, sports news, reminders, etc.)
- Version upgrades and updates
- Basic product training
- Customer support

e2Campus Text Unlimited Use 20,000 USER 1-Year Annual License \$18,000

OMNILERT, LLC Tax: ID 73 1719570

AMENDMENT TO
AGREEMENT
BETWEEN
OMNILERT, LLC
AND
THE UNIVERSITY OF MEMPHIS

The following terms and conditions, as applicable, shall amend, modify, add or delete certain other terms and conditions to the above-referenced Agreement between OMNILERT, LLC ("OMNILERT"), and THE UNIVERSITY OF MEMPHIS ("CUSTOMER"), and are incorporated hereunto by reference and made an integral part thereof. The terms and conditions of this Amendment shall control in the event same conflict with any term or condition of the above-referenced Agreement.

- A. OMNILERT is required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. Neither party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this Agreement shall be construed as creating an obligation to indemnify the other party against that party's own negligence.
- C. Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.
- D. OMNILERT shall maintain records pertaining to this Agreement for a period of three (3) years from the date of final payment. Such records shall be subject to audit by the CUSTOMER.

- E. OMNILERT warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to OMNILERT in connection with this Agreement.
- F. This Agreement shall be governed by and construed under the laws of the State of Tennessee without regard to its conflicts of laws.
- G. Any and all claims against the State of Tennessee, including the CUSTOMER or its employees, for personal injury and/or property damage resulting from the negligence of the CUSTOMER in performing any responsibility specifically required under the terms for this Agreement shall be submitted to the Board of Claims or Claims Commission of the State of Tennessee. Damages recoverable against CUSTOMER shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.
- H. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620

Subject to the terms and conditions set forth in this Amendment, the above-referenced original Agreement between the parties is hereby ratified and confirmed.

