



Purchasing Services

CONTRACT TERM SHEET
University of Medicine & Dentistry
Of New Jersey
Department of Purchasing Services

June 23, 2008

CCH TeamMate
 2700 Lake Cook Rd.
 Riverwoods, IL 60015

Re: Proposal/RFP #P08-084

Dear Mr. Brandeis:

This letter is to inform you that you have been awarded a Purchasing Contract as a result of the above referenced Solicitation. The Purchasing Contract consists of the Solicitation Document and all addenda thereto, your bid and this Contract Term Sheet. The Solicitation Document incorporates the University of Medicine and Dentistry of New Jersey's Standard Terms and Conditions as of April 30, 2008. You will not receive any additional contract. The following is a summary of the Purchasing Contract:

Solicitation Document Number:	P08-084
Name of Contractor:	CCH TeamMate
Start Date:	6/18/08
End Date:	6/18/11
Estimated Amount:	\$77,500.00
Description of Procurement or Scope of Work:	Audit Software

Please note that the above description is for informational purposes only. Should the description differ from that provided in the Solicitation Document, the Solicitation Document shall take precedence.

This letter shall also serve as your notice to proceed as of the Start Date written above.

Sincerely,

Doug Dennis
 Manager of Purchasing



UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

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CONTRACT APPROVAL FORM

RUSH

Date: 12/22/08

Vendor Name: CC H Team Mate

Requisition#: ^{P.O.} R P0406470

Contract#: C09-312

RUSH

Bid/Waiver#: P08-084

Buyer SKM

Comments: OK for Finkbe sign
and initials at 1 location

WJ 12/29/08

6582

Office of Legal Management

DATE 12/30/08

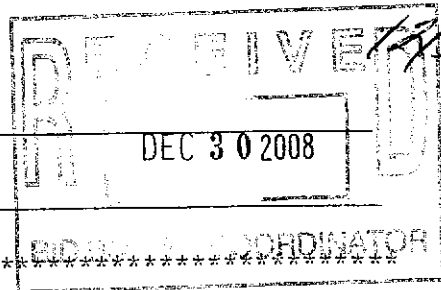
- TO: () Dan Young
- () Thomas Kenyon
- () Doug Dennis
- () Stan Makaveric

RUSH

() *was faxed to Doris Lee & Scott McGowan*

FROM: Kathy Wannemacher
Contract Assistant

RE: CCH - TeamMate
C09312



- _____ for your information
- _____ for your file
- _____ as requested
- _____ please hold pending more
- _____ remind me
- _____ for your approval
- _____ return with comments
- _____ note and return
- _____ for appropriate action
- _____ please sign and return to me

NOTE:

- () THIS OFFICE HAS KEPT ONE FULLY EXECUTED ORIGINAL.
- () PLEASE RETURN ONE FULLY EXECUTED ORIGINAL TO THIS OFFICE.
- () SIGNED AS REQUESTED.
- () PLEASE HAVE THE VENDOR INITIAL IN 1 LOCATIONS.
- () SEE NOTE ON NEXT PAGE.

bucksiip-purchasing
c/kw/12/18/07

K

Handwritten initials and date: SL, 12/30/08



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CCH TeamMate Rider to the Global License Agreement

Licensee: University of Medicine and Dentistry Of New Jersey

To license CCH TeamMate, complete this Rider and mail two signed originals to: Barbara Johnson, CCH a Wolters Kluwer business, 4025 West Peterson Ave., Chicago, IL 60646.

A counter-signed original will be returned to you. The CCH TeamMate Software and an invoice for the License Fee, including any applicable taxes will be sent upon receipt of this Rider.

Terms: The Software is provided under the Global License Agreement Terms and Conditions dated March 2, 2004 ("GLA"), incorporated herein by reference and located at: <http://cchgroup.com/teammate/gla>. The GLA and this Rider together constitute our Agreement.

Part A - Software Licensed

The CCH TeamMate electronic audit software system, the computer programs comprising the software and object code related thereto, the media on which such programs are recorded, all specifications, training and other materials and information related thereto, including any User or Ready Reference Guides, the screen designs and report formats.

Part B - License Terms

The Effective Date of this Agreement: June 30, 2008.

The Effective Date is the date Licensee receives delivery of the Software, or the date upon which Licensee executes this Rider, whichever occurs first.

License Fees and Maintenance Fees are based upon the number of authorized users. Please select the range for the number of Users and related license fee and insert below. The user's range is generally based on the department size or the number of users.

Number of Users	License Fee	Requested Number of End User Training Classes
21-30	\$62,500	2 (\$6,000) Implementation * and 2 (\$6,000) Training

The Initial License includes 12 months of product support and any product existing feature upgrades released during this 12-month period (Initial License Period). Licensor may from time to time propose for Licensee's potential purchase additional product modules not included in the Maintenance Fee.

Maintenance Renewal: After the Initial License Period (12 months), additional 12-month maintenance renewal periods commence. Maintenance entitles the Licensee to product support and any CCH TeamMate existing feature upgrades released during the maintenance renewal period. The price for maintenance is currently set at 20% of the then current License Fee, both of which are subject to change without notice for future maintenance renewal periods. Maintenance Fees will be billed annually prior to the expiration of the then current license period. Licensee agrees to install all Licensor-supplied corrections and updates within a reasonable time after receipt thereof. Licensee acknowledges and agrees that only the current version of the Programs and the immediately prior release will be supported by CCH; upon ninety (90) days' written notice, Licensor may discontinue providing Maintenance (and would refund a prorated portion of the current period's pre-paid Maintenance Fee).

Licensee may terminate Maintenance at the end of the Initial License period or subsequent Maintenance periods by providing Licensor with written notice at least 90 days prior to the anniversary of the Effective Date. If Licensee terminates Maintenance, Licensee can continue to use CCH TeamMate without benefit of support and upgrades. SUCH USE WILL BE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM,



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USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Payment: All fees are payable within 30 days of date of invoice receipt. Licensee shall pay a late payment charge computed at a rate of the lesser of 1 1/2 percent per month or the maximum permitted by applicable law on any unpaid amount for each calendar month or fraction thereof that payment is overdue.

Part C - Licensee Information

Licensee:	<u>University of Medicine and Dentistry of New Jersey</u>	Licensee Support Contact Name:	<u>John Ras</u>
Address:	<u>Liberty Plaza, 335 George Street</u>	Phone:	<u>(973) 972-7588</u>
	<u>PO Box 2687, New Brunswick, NJ 06903</u>	Title:	<u>Audit Director</u>
Parent Company:	_____	Fax:	_____
E-Mail:	<u>rasjw@umdnj.edu</u>		

Notices. All required notices shall be in writing and delivered by overnight courier, certified or registered mail to the above contact and address.

Software Delivery Address (complete only if different from above)

Contact Name:	<u>Same</u>	Title:	_____
Address:	_____	Phone:	_____

Part D - Licensor Information

The Licensor reserves the right to employ agents and sub-contractors to assist it when providing any services under this Agreement.

Notices: All required notices shall be in writing and delivered by overnight courier, certified or registered mail to:

Part E - Other Provisions

- Governing law (this Agreement will be governed by and construed in accordance with such law, giving effect to the conflict of law provisions thereof): ~~Illinois~~ New Jersey.
- The parties hereby agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- The terms of this Agreement are severable and if any term is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain.
- Licensee acknowledges that the Software and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Licensee will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with Licensor in

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any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to the following countries, or any national thereof: (a) Cuba, Iran, North Korea, Sudan, Syria or any country that is embargoed by Executive order or designated by the U.S. government as a terrorist supporting country, (b) any entity on the BIS Entities list or (c) any entity engaged in the proliferation of nuclear, chemical or biological weapons or missiles; unless, in each case, Licensee has obtained the prior written authorization of Licensor and the U.S. Commerce Department. Upon notice to Licensee, Licensor may modify this list to conform to changes in the U.S. Export Administration Regulations.

- 5. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse Licensee from paying accrued amounts due to Licensor through any available lawful means acceptable to Licensor.
- 6. The Infringement Indemnity set forth in GLA Section 9 sets forth Licensee's sole and exclusive remedy and the entire obligation of Licensor with respect to any infringement of patents, copyrights, trademarks or trade secrets or claims with respect to the ownership of any rights in the Software.
- 7. Other provisions (i.e. tax exempt or direct pay status - attach copy of tax exempt or direct pay certificate):
FREE DAY - Additional Day Provided due to Sign by June 30th Promotion.

LICENSOR: CCH TeamMate

By: _____
Signature

Name: _____

Title: _____

LICENSEE: University of Medicine and Dentistry of New Jersey

By: Denise Mulkern
Signature

Name: Denise Mulkern

Title: Senior VP for Finance

CCH Use Only
DTN: 14-50