



Master Software and Services Agreement  
Contract No. 2017VS0630

This Master Software and Services Agreement is between The State of Oregon, by and through its Department of Administrative Services and Voyager Search.

**1. SCOPE:** The following Terms and Conditions (the "Terms") inclusive of the Software License (the "Software License") at Annex A (collectively, the "Agreement") shall apply to, and are incorporated into by this reference, all letter quotations or proposals ("Quotation" or "Proposal") made, and related purchase orders ("Orders") accepted by Voyager Search ("Seller") for sales of software and extensions, including upgrades ("Software"), and/or services, including, maintenance, technical support, and training, ("Services"), for The State of Oregon and its Agencies, all entities of the State of Oregon as defined in ORS 174.111, all political subdivisions and ORCPP members ("Purchaser") identified in any Quotation or Proposal. Orders shall reference Contract Number 2017VS0630 as the governing terms and conditions.

**2. PRICES:** Seller's Quotation or Proposal constitutes an offer to provide Software and/or render Services under the Agreement. Unless otherwise stated on the Quotation or Proposal, the prices in any Quotation or Proposal: (i) shall be valid for a period of ninety (90) days from its date; (ii) are in U.S. Dollars; (iii) do not include (a) any excise, sales, transfer, use, value-added or like taxes, and any other duties, tariffs, assessments or government impositions of any nature whatsoever which are levied or based upon the payments made hereunder or arise in connection with the Agreement ("Taxes"), or (b) authorized out-of-pocket and/or travel expenses reasonably incurred by Seller directly related to its performance of Purchaser's requested Services, all of which shall be the additional responsibility of Purchaser.

**3. TERMS OF PAYMENT:** Payment terms are net forty-five (45) days from date of invoice, unless otherwise stated in a written agreement.

**4. CHANGES:** Purchaser may request changes within the general scope of an open Order. If the parties agree to such changes and such changes cause an increase or decrease in the quantity, cost or time required to deliver under such Order, an equitable adjustment in the quantity, price and/or schedule, as applicable, will be made, and the Order will be modified accordingly by Purchaser and accepted by Seller.

**5. TERMINATION:** Orders accepted by Seller may not be terminated by Purchaser for Purchaser's convenience except upon written consent by Seller, which consent shall not be unreasonably withheld. In the event Purchaser terminates Services for convenience, Seller shall be entitled to compensation for either 1) hours expended multiplied by the hourly rate set forth on the Order plus expenses incurred and non-refundable expenses; or 2) for firm fixed price Orders, the amount representing the percentage of work expending multiplied by the fixed price. Purchaser shall not be entitled to receive a refund (full or partial) on Orders for Software or Maintenance terminated for convenience by Purchaser. Either party may terminate an Order or this Agreement for a breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of an Order or this Agreement by Seller for Purchaser's breach, Purchaser shall immediately discontinue use of the Software and return such Software to Seller. Termination of a software license shall be in accordance with the Software License set forth in Annex A.

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**8. DOCUMENTATION AND TRAINING MATERIALS:** All documentation and training materials pertaining to Seller's Software and Services are the proprietary and confidential information of Seller. Purchaser shall protect the documentation and training materials from disclosure with the same degree of care that a reasonable prudent person would exercise in protecting his or her own confidential information. Seller grants Purchaser a non-exclusive, non-transferable license, without right of sub-license to copy and distribute such documentation and training materials for Purchaser's internal use only. Notwithstanding anything to the contrary in this clause, Seller accepts and agrees that documentation and training materials may be required to be disclosed pursuant to ORS 192.

**9. FORCE MAJEURE:** Seller shall not be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond its control, including without limitation strikes, riots, war, fire, flood, sabotage, acts of God, or compliance with any law, regulation or order, whether valid or invalid, of any cognizant government body, whether domestic or foreign. Government caused delay in obtaining export/import licenses, if applicable, is deemed a Force Majeure.

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**11. GOVERNING LAW AND VENUE FOR DISPUTES:** The Services under this Agreement shall be governed by the laws of the State of Oregon without regard to its conflicts of law provisions. Software shall be governed by the terms of the Software License, Annex A.

**12. ORDER OF PRECEDENCE.** The various documents constituting this Agreement shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Agreement, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) These Terms and Conditions; (b) Software License (Annex A); (c) Order (excluding pre-printed terms); (d) Quotation or Proposal.

**13. ENTIRE AGREEMENT:** This Agreement constitutes the entire, complete and fully integrated agreement between Seller and Purchaser with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written agreements, course of dealing or understandings relating to that subject matter. If any provision of the Agreement is held invalid, void or unenforceable for any reason, that provision shall be severed and all other provisions of the Agreement shall remain valid to the extent permissible under law. Under no circumstances shall any preprinted additional or different terms or conditions on Purchaser's Orders or invoices, Seller's sales or marketing materials, or other business documents apply to Software purchased under this Agreement. This Agreement shall only be modified by a document signed by both Purchaser and Seller.

IN WITNESS WHEREOF, the parties have caused this Master Software and Services Agreement to be executed and effect as of the last date written below.

**THE STATE OF OREGON, BY AND THROUGH ITS  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: *Gary Beckwith*  
Authorized Signature

Printed Name: Gary Beckwith

Title: Procurement Services Mgr

Date: 6/30/17

**VOYAGER SEARCH**

DocuSigned by:  
*Judith A. Jones*  
By: 4407743A185D4F6  
Authorized Signature

Printed Name: Judith A. Jones  
VP, Business and Legal Affairs

Title: \_\_\_\_\_  
Date: 6/30/2017

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ANNEX A**

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