

RIDER C  
EXCEPTIONS TO RIDER B-IT

**The exceptions noted below override sections 41, 42 and 44 of Rider B-IT.**

**Software Source Code, Documentation and Support Material Escrow**

Since the software is hosted and operated by the Provider, and the Department/School use said software remotely over the Internet, the following terms and conditions shall apply:

Provider will store with a third party escrow agent all computer source code, documentation and support material for the product(s) licensed as part of this Agreement. Provider will designate Department as a "Beneficiary" of the Provider's Source Code Escrow Agreement. The Beneficiary will have the right to obtain the Source Code, Documentation and Support Material in accordance with and subject to the terms and conditions of this Agreement and the Infinite Campus End User Licensing Agreement governing the use of the licensed products provided that all of the following three (3) conditions are met (collectively a "Release Event"):

1. The Provider will wind down its business or liquidate its business under a Chapter 7 Bankruptcy proceeding;
2. No entity has succeeded to the Provider's obligations to provide maintenance and support on the Software in accordance with the Agreement in effect between the parties; and,
3. The Beneficiary is not in breach of its obligations under the Infinite Campus End User License Agreement.

**Permitted Use Upon Release Event.** The following terms and conditions ("Permitted Use") apply to Source Code, Documentation and Support materials released to Beneficiary:

- Beneficiary may only use the Source Code to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the End User License Agreement.
- Beneficiary may not disclose the Source Code to any third party and shall keep the Source Code confidential, except as provided below.
- Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing, containing substantially the same confidentiality provisions as in the Infinite Campus End User License Agreement, that it/he/she will not disclose or transfer the Source Code Materials to any other person, and will not use the Source Code Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Source Code and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

The Provider is responsible for all fees to be paid to the Escrow Agent.

The Escrow Agent may resign by providing advance written notice to both the Department and the Contractor. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

## RIDER D

### License Agreement

#### 1. Licensing Terms

##### a. Ownership and Protection of Infinite Campus Products

- i. Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Provider. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow and/or system loads are the exclusive property of Provider and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Provider in any manner that it deems to be appropriate.
- ii. Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
  1. adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
  2. identify or discover any source code of the Infinite Campus Products;
  3. distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
  4. create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
  5. incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.
- iii. Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Provider. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Provider.

- iv. Grant of License. Subject to the terms and conditions hereof, Infinite Campus agrees to grant the Department and registered SAUs (the "Licensee ") a non-exclusive, non-transferable, non-sublicensable, right and license to the Infinite Campus District Edition and the related documentation ("Documentation") only for the term of this agreement. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed. Upon termination of this Agreement and/or the license to use the Infinite Campus Products, the Department/SAUs shall cease to use the Infinite Campus Products and shall return to Provider the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Provider. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Provider shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Department's failure to comply with the provisions of this Agreement.

RIDER E  
Implementation Scope of Services

Right People. Right Results.™

**Maine Implementation: Infinite Campus District Edition  
Updated Scope of Services**



**OBJECTIVE**

This document describes the scope of services associated with the implementation of the District Edition (“DE”) of Infinite Campus (“Campus”) by Custom Computer Specialists (“Custom”) to districts in Maine.

**SCOPE OF SERVICES**

Implementation services include project management, data conversion, and training.

PROJECT MANAGEMENT

A Custom Project Manager will be assigned to work with each school district. The Project Manager will primarily play a planning and coordination role. This includes working with the district to agree on a project timeline, discuss/define district policy and/or procedures, develop a communications plan, coordinate and troubleshoot data conversion, and coordinate training to be delivered.

During the kickoff, a Project Manager will reach out to representatives of each district to confirm the project plan. Depending on the size (and where it makes geographical sense), multiple districts (who may also be training together) may be asked to jointly attend an onsite meeting.

Project Managers will facilitate a series of policy and procedure discussions via WebEx sessions to align district processes with Infinite Campus.

Project Managers will conduct weekly status calls for the duration of the project. The project is defined as starting with the kickoff meeting and concludes with delivering a production ready system. During this time, Project Managers will also provide bi-weekly status reports.

DATA CONVERSION

Custom subscribes to an iterative conversion process that requires data to be extracted, transformed, and loaded from the legacy data source into Infinite Campus. Depending on data quality, multiple conversion cycles may be required. Conversion cycles do not “build on” previous conversions. A new Infinite Campus site is created with each conversion cycle.

Each conversion cycle includes the following steps:

1. Physically *extracting* the database tables from the legacy source database(s).
2. *Mapping, Consolidating* and *moving* the data elements from the legacy tables to the corresponding Infinite Campus generic templates.
3. *Transforming* the data to the proper value and format
4. *Loading* the data into Infinite Campus
5. *Testing* and *Reviewing* the converted data for accuracy and integrity

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Custom will complete up to 2 conversion cycles, as described above for each school district. Districts complete steps 1 and 2 of the conversion process, while Custom performs steps 3 and 4. Step 5 will be a joint effort. Information for active students and staff (as indicated below) will be imported. Custom will work with each district to determine the best way to convert specific data components. Only data from modules listed below will be converted. As Infinite Campus evolve, fields maybe added or removed from the field level scope defined below. All changes not adding significant time to the conversion process will be considered in scope.

1. **District Structure** information (school names, calendar setup, day structure etc.)
2. **Student Demographics** (for active students)
  - a. **Student fields:** As an option, Students and Guardians can be imported from the State Data Warehouse. In this scenario, only two types of relationships will be listed: Guardian or Sibling. Family groupings will be based on Household phone number. Availability of the option is dependent on the quality of the data in the warehouse. *Data Fields:* studentNum, firstName, middleName, lastName, suffix, nickName, socSecNum, gender, birthDate, stateNum, ethnicity, birthCountry, hispanicFlag, familyNum, streetAddress, houseNumber, dirPrefix, streetName, streetTag, dirSuffix, aptNum
  - b. **Enrollment fields (including state data elements):** Imported from the Data Warehouse if available. All provided enrollment history will be imported.
  - c. **Emergency Contacts:** Data quality to be discussed during the implementation process. Import will only proceed with high quality data. *Data Fields:* studentNum, contactNum, firstName, middleName, lastName, suffix, nickName, socSecNum, gender, birthDate, familyNum, relationship, contactSeq, guardianFlag, mailingFlag, portalFlag, messengerFlag, streetAddress, houseNumber, dirPref
3. **Employee demographics** (active employees)

Custom will collaborate with each district, Infinite Campus, and the State to import staff information from MEDMS. In cases where districts choose to provide generic data, the following fields will be imported.

  - a. **Employee fields:** employNum, firstName, middleName, lastName, gender, birthDate, contactNum, familyNum, streetAddress, houseNumber, dirPrefix, streetName, streetTag, dirSuffix, aptNumber, city, state, zip, county, homePhone, workPhone, cellPhone, emailA
  - b. **Employment fields:** schoolNum, startDate, endDate, department, teacher
  - c. **Counselor fields:** studentNum, employNum, startDate, endDate
  - d. **Certification specific information.**
4. **Course and Section information** (current and/or next school year)
  - a. **Course fields:** schoolNum, calendarName, courseNum, courseName, department, maxStudents, terms, schedules, periods, gpaWeight, inTranscript, attendance, homeroom, description
  - b. **State Specific Course fields:** Course Type, Grade Level, State Code, State Subject Type, Federal Subject Type, and Federal Core Subject.
  - c. **Section fields:** schoolNum, calendarName, courseNum, sectionNum, roomName, teamName

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- d. Section Teacher fields: schoolNum, calendarName, courseNum, sectionNum, employNum, displayName
- e. Meeting Pattern fields: schoolNum, calendarName, courseNum, sectionNum, termSeq, scheduleSeq, periodSeq
- 5. **Student Rosters and Scores (Current year)**
  - a. Roster fields: schoolNum, calendarName, courseNum, sectionNum, studentNum, startDate, endDate
  - b. Score Group: Setup within Infinite Campus (has to match data provided in Score sheet).
  - c. Grading Tasks: District to provide default grading task rules for quarterly, semester and full year courses. District to configure each course not following the default rules after conversion.
  - d. Grading Comments: CommentNum, Comment, Schoolnum
- 6. **Score (current year for mid-year conversions only – quarterly grades and comments will not be converted for prior years)**: schoolNum, calendarName, courseNum, sectionNum, studentNum, taskName, termSeq, score, percent, comments
- 7. **Student Attendance (Transactional data for current year only)**
  - a. Attendance Excuse: schoolNum, calendarName, code, description, status, excuse
  - b. Attendance (Wave 1 Only): schoolNum, calendarName, studentNum, date, scheduleSeq, periodSeq, code, comments
- 8. **Transcript data (all information for active students)**
  - a. Transcript fields: studentNum, courseNum, courseName, stateCode, endYear, grade, score, percent, gpaWeight, gpaValue, date, actualTerm, startTerm, endTerm, termsLong, creditGroupName1, creditTypeName1, creditsEarned1, creditsAttempted1, schoolNumber,
- 9. **Immunization (all information for active students)**
  - a. VaccineMapping: Standard list to be provided by the state and used for all districts: ICVaccineName, VaccName
  - b. VaccineShot: studentNum, vaccName, vaccDate, exemptCode
- 10. **Discipline events (all information for active students)**
  - a. Behavior Event fields: eventID, eventName, eventDate, eventTime, referralEmployNum, adminEmployNum, location, weaponCode, calendarName
  - b. Behavior Role fields: eventID, studentNum, role
  - c. Behavior Resolution fields: eventID, studentNum, resolutionName, resolutionDate, resolutionTime, endDate, comments
- 11. **Course requests (if available and as per agreement with the project manager)**
  - a. Requests: schoolNum, calendarName, courseNum, studentNum, type
- 12. **Assessment data (all information for active students)**
  - a. Test fields: testCode, testName, stateCode, transcript, portal
  - b. Test Result fields: testCode, result, value, label, passed
  - c. Test Score fields: testCode, studentNum, date, score, rawScore, percent, percentile, normEquiv, resultCode
- 13. **Security**
  - a. UserAccount: EmployNum, UserName, Password
  - b. GroupMember: GroupName, UserName
  - c. GroupCalendar: GroupName, SchoolNum, CalendarName

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14. **Custom data** (as agreed to between the district and the project manager)
- a. Custom Tab: TabName, Rights
  - b. Custom Field: tabName, fieldName, dataType, dataLength, default Value, seq, required, comments
  - c. Customfield Value: tabName, fieldName, value, description, seq
  - d. Customdata: tabName, fieldName, studentNum, value, date

15. **State Reported Data**

**All required state reported data available in Infinite Campus will be converted.**

- a. stateReportingMaine: studentNum, schoolNum, calendarName, startDate, AlternativeEducation, BilingualEd, EconomicIndicator, ELLtest, EnglishProficiency, ESLonly, Exceptionality, ExitDate, ExitReason, FiscalResponsibility, GiftedTalented, HabitualTruantLevel, HeritageLanguage, HomeLanguage, HomeSchooled, Immigrant, LEPLLevelAchieved, MedicaidID, Migrant, NighttimeResidence, PercentEnrolled, Refugee, ResidentSAU, SAUPercentage, Section504, ShelteredEnglish, SpecialEdSetting, SpecialEdStatus, StateAgencyClient, StateExclude, TitleIADisadvantaged, TitleICMigrant, TransitionalBilingual, WardofState

TRAINING

Multiple on-site and in some cases WebEx training sessions will be available to each district during the implementation. Districts may be grouped together for delivering training. Training locations, dates, and other logistics will be planned with each district group during the kickoff meeting.

Training materials will be provided in electronic format to each district.

Districts with less than 400 primary enrolled students will receive five days of onsite training. Training will be role-based. The system administrator will be required to attend all training sessions.

Districts with enrollments between 400 and 1000 primary enrolled students will receive 8 days of role-based training. At least five days will be onsite. The system administrator will be required to attend all training sessions.

Districts with more than 1000 students will receive up to 12 days of training. AOS districts will receive two additional days of training.

The table below indicates the training mode, duration and class max per class. Districts are requested to follow the recommended guidelines for number of users per district for each session.

Role	Mode	Duration (Hours)	Class Max
System Administrator	Webex	4-6	10
Building Coaches	On site	32	15
Teacher Coaches	On site	8	15

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<b>Role</b>	<b>Mode</b>	<b>Duration (Hours)</b>	<b>Class Max</b>
Registration Clerical	On site	4	15
Attendance Clerical	On site	4	15
Counselors	On site	4	15
Building Administrators	Webex	4	20
Behavior	Webex	4	20
Clericals	On site	4	15
District Office	Webex	2	20
Curriculum	Webex	4	10
Scheduling	On site	8	4
Health	On site	4	15
Special Education	Webex	4	20
FRAM	Webex	2	20

The descriptions below provide a brief overview of each session. During the kickoff meeting, the project manager will work with the district to select appropriate courses to fit within the allotted number of training days. District may purchase additional training beyond the suggested training guidelines above.

**1. System Administrators**

This session is intended to familiarize the District Wide Infinite Campus System Administrators with the System Administration Module. It is required that attendees also attend the Building Coach training. This training includes User Security, System Preferences, Student Number Preferences, Creation of Ad-Hoc Filters, Calendar Administration (includes calendar creation and calendar roll forward), Student Roll forward, Posting grades to Transcripts, Assessment management, Creating Report definitions (Schedules, Report Cards, and Transcripts), Importing Pictures, and configuring Campus to communicate with the state data warehouse.

**2. Building Coaches**

This training is designed to introduce designated Building Coaches to the building level functions of Infinite Campus. Functions covered during this session include student registration and enrollment, attendance resolution, user communication, health, grading and Ad Hoc reporting.

**3. Teacher Coaches**

This is an in depth session on the Infinite Campus Instruction module. This class includes student attendance, grading, Gradebook and instruction related reports. Teacher coaches will be able to assist and train other teachers on the functionality of the Instruction Module at the end of this session.

**4. Registration Clerical**

In this class, District and School level registration clericals will learn about the processes and concepts involved in creating Students, Households, and Relationships in Infinite Campus. Topics covered also include enrolling students in a school building, editing census records, and state reporting elements.

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**5. Attendance Clerical**

In this session of the Attendance clericals will learn all aspects of the Infinite Campus Attendance Module. Topics covered include Attendance Wizard functions, creation of Letters using the Attendance Letter Wizard, and generating School level Attendance Reports.

**6. Counselors**

This course is designed to give Guidance counselors an introduction to the functions of Infinite Campus' Student Information tabs. This session includes extensive hands on practice with the Walk-In Scheduler function of the Schedule tab. Attendees will learn how to schedule a new student, create and change course requests, and add/drop courses from student's schedules.

**7. Building Administrators**

In this session, participants will learn how to search for student information using advanced searching techniques, create school notices, print Infinite Campus "canned" reports (including Report Cards and Grade Reports), and will also receive an introduction to creating Ad Hoc filters and reports.

**8. Behavior**

This session will introduce attendees to all the features of the Infinite Campus Behavior Module. Topics covered for Deans and Behavior clericals include adding behavior events and resolutions, creating Behavior Letters with the Behavior Letter Wizard and printing individual student or building wide behavior reports.

**9. Clericals**

In this session, participants will learn how to search for student information using advanced searching techniques, enter Contact information in Programs, print a number of Infinite Campus "canned" reports, and receive an introduction to creating Ad Hoc filters and reports. Specifics covered are often tailored to needs of the class.

**10. District Office (Read-Only)**

Designed for users who will have Read-only access to Infinite Campus. Searching student information and printing of School and District Wide reports will be addressed during this session.

**11. Curriculum**

This session is an introduction to the Grading and Scheduling process of Infinite Campus. The instructor will lead the class through all the administrative tasks required to successfully set up courses and sections in order to schedule and grade students efficiently. Topics covered include Score Groups, Grading Tasks, Section Meeting Patterns, and Course Setup.

**12. Scheduling Workshop**

This workshop is intended to give Building level administrators and staff who will be creating their school's master schedule the skills to use Infinite Campus' Scheduling Wizard effectively. All features of the Schedule Wizard will be covered as well the use of Scheduling Reports to analyze requests and identify scheduling conflicts.

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**13. Health User**

In this class all components available to Nurses to track Student Related Health concerns will be addressed. Topics covered include Student Information Health, Creation of Health flags, and the Health Module Wizard and Reports.

**14. Special Education User**

This session will introduce users to the Infinite Campus Special Education Module. Topics covered will include creating teams, documents and contact log entry.

**15. Free and Reduced Lunch (FRAM)**

Users will receive instruction on completing and tracking family applications.

**IMPLEMENTATION SERVICES DELIVERABLES.**

PROJECT MANAGEMENT

- Project plan
- Data conversion plan
- Training plan
- Bi-weekly status reports

DATA CONVERSION

- Data converted as defined within the Scope of Services.

TRAINING

- Training delivered as defined within the Scope of Services.

DELIVERABLE EXCEPTIONS

- Deliverables are tied to project milestones. Certain deliverable exceptions may exist and will be documented in the Go-Live milestone signoff letter. The following deliverable exceptions will be excluded from milestone completion criteria:
  - Post Go-Live implementation training. It is the intent of Custom to deliver all contracted training as specified in this document. Some training may be scheduled at future dates. Example: Scheduling.
  - Data to be loaded post Go-Live due to a district request. Example: Transcript or future scheduling data.

**ROLES AND RESPONSIBILITIES**

INFINITE CAMPUS

- Software
  - Maintain/update Infinite Campus software to conform to state requirements.
  - Inform Custom of all updates that will impact the implementation process.
- Project Oversight
  - Update the MDOE on the status of all projects during weekly status calls.

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- **Hosting services**
  - Providing and maintaining the hardware platform(s) for remotely and locally hosted clients.
  - Loading, configuration, maintaining, troubleshooting and upgrading of the Infinite Campus Software.
  - Configuring and maintaining the District to State Edition integration.
  - Providing Sandbox and Staging environments for all Districts.
  - Providing and maintaining training sites during the implementation process.
  - Ensure proper licensing of all server software.
  - Server software upgrades and patch management.
  - Nightly backups of Infinite Campus data.
  - Providing warm site failover capability for locally hosted districts.
  - Provide Custom with access to required district and/or state databases.
- **Training**
  - Oversight role to ensure training standards are maintained.
  - Develop, maintain, and provide curriculum for all training sessions.

CUSTOM COMPUTER SPECIALISTS

- **Services**
  - Deliver all implementation services as described in the Scope of Services section.
  - Inform Infinite Campus and the State Department of Education of any issues.
  - Inform Infinite Campus of any training or project scheduling changes
- **Support**
  - Provide support during implementation
  - Provide product support post Go-Live
- **Other**
  - Provide any additional training, data services or custom report development. These services fall outside the scope of implementation.

SCHOOL DISTRICTS

- Assign a single point of contact (sponsor) to the implementation project.
- Make relevant resources (core team) available to assist with project planning during the kickoff meeting and subsequent policy and procedure meetings.
- Make relevant resources available for all training sessions.
- Provide hosting locations for all on-site meetings. This may be in partnership with neighboring districts.
- Provided training facilities (computer lab) for scheduled training. This may be in partnership with neighboring districts.
- Extract and transform data from the legacy student management system to conform to the generic data sheets provided by Custom.

## **Maine Implementation: Infinite Campus District Edition Updated Scope of Services**

### MAINE DEPARTMENT OF EDUCATION

- Provide a single point of contact (state sponsor) to address any state specific issues related to Infinite Campus implementations.

### **ASSUMPTIONS / CONSTRAINTS**

- Each District will appoint a single point of contact to communicate with the Project Manager during the implementation.
- All districts are required to deliver data in generic data sheets formats. Exceptions will be allowed for the MEDMS extract (staff data) and schools who elect to use student data from the State Edition database.
- Data sheets from various schools within a district need to be combined into single sheet.
- Districts will provide all data sheets on the planned data delivery dates. Any delay may cause a district to be removed from the wave group.
- Custom may require access to the State Data Warehouse to extract demographic and enrollment data. The state and Infinite Campus will have to provide access to the State Data Warehouse. Infinite Campus and/or the state will need to be accessible to assist with any questions or issues related to extracting data from the Warehouse.
- Custom will require milestone signoff letters at completion of the Kickoff and Go-live milestones.
  - The Kickoff is defined as the on-site planning meeting scheduled at the start of each project.
  - Go-Live is defined as the day the district starts to actively use Infinite Campus to manage information for students in the district. Exceptions for certain data components and training may exist at Go-Live and will be clearly defined in the Go-Live Milestone signoff letter.
- Any work not described in this document will be considered outside the scope of the implementation project. This includes any additional training (including refresher classes) or data conversion elements. Additional training and/or data conversion tasks can be requested directly from Custom Computer Specialists.
- Postponing Go-Live dates may create additional work that falls outside the scope of the implementation project.
- Infinite Campus will provide and manage all hosting related services. This includes hardware, all software (including Infinite Campus), configuration and support.

### **IMPLEMENTATION SUPPORT**

Regional support will be available during the go-live weeks. This support will be scheduled based on the needs of districts and may be on-site or via WebEx.

### **CHANGE CONTROL**

The scope of services described above is effective as of August 16<sup>th</sup>, 2011. Changes to the Scope of Services will require approval from Custom, Campus and the Maine Department of Education.



RIDER F  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: ME, NY & Minnesota**

**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.