

NOVER ENGELSTEIN & ASSOCIATES, INC.

3000 Atrium Way, Suite 2203 Mt. Laurel, NJ 08054-3910

Tel: (856) 273-6988 Fax: (856) 751-0559 e-mail: sales@winwam.com



February 16, 2019

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

SEALED BID: Produce Safety Inspection Software
BUYER: Melissa Pettrey
SOLICITATION NO: CFRQ 1400 AGR1900000007
BID OPENING DATE: February 22, 2019
BID OPENING TIME: 1:30 P.M. EST
FAX NUMBER: (304) 558-4115

Dear Ms. Pettrey:

Nover Engelstein & Associates, Inc. is pleased to present West Virginia Department of Agriculture with a proposal for *Produce Safety Inspection Software*.

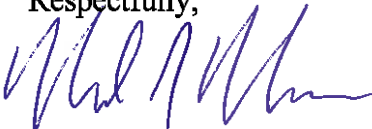
Nover Engelstein is uniquely qualified to provide the West Virginia Department of Agriculture with a comprehensive and proven solution. The software that we are proposing represents the culmination of over twenty years of experience providing inspection software solutions to the government marketplace. Even though the Produce Safety Rule is relatively new, the following eleven (11) states have purchased WinWam Produce Safety Software.

| | |
|---|--|
| Alabama Department of Agriculture & Industries | Louisiana Department of Agriculture & Forestry |
| Arizona Department of Agriculture | Mississippi Department of Agriculture |
| Delaware Department of Agriculture | South Carolina Department of Agriculture |
| Florida Department of Agriculture & Consumer Svcs | Vermont Agency of Agriculture, Food & Markets |
| Georgia Department of Agriculture | Virginia Department of Agriculture & Consumer Svcs |
| Kentucky Department of Agriculture | |

Included with this proposal is contact information for the above Produce Safety clients. We recommend that you contact these Departments to learn first-hand their experience working with our software and our firm.

Thank you for your time and consideration.

Respectfully,



Neal J. Nover
President / CEO

RECEIVED

2019 FEB 20 AM 10:31

WV PURCHASING
DIVISION

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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 539202

Doc Description: Addendum No. 2 Produce Safety Inspection Software

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-02-15 | 2019-02-22 13:30:00 | CRFQ 1400 AGR1900000007 | 3 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

NOVER ENGELSTEIN & ASSOCIATES, INC.
 3000 ATRIUM WAY, SUITE 2203
 MOUNT LAUREL, NJ 08054
 PHONE: (856) 273-6988

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 22-3362483

DATE 02/15/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 2

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Department of Agriculture, to establish a contract for the one-time purchase of a Produce Safety Inspection Software per the bid requirements, specifications, terms and conditions attached to this solicitation.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US | | AUTHORIZED RECEIVER 304-558-2202 AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV 25312 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------------------------|---------|------------|------------------|------------------|
| 1 | Produce Safety Inspection Software | 1.00000 | EA | \$ 27,625 | \$ 27,625 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-------------------------------------|--|---------|
| 43230000 | Nover Engelstein & Associates, Inc. | See Clarifications & Exceptions for software components & quantity. | |

Extended Description :

Produce Safety Inspection Software

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US | | AUTHORIZED RECEIVER 304-558-2202 AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV 25312 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|-----------------|-----------------|
| 2 | Installation of Produce Safety Inspection Software | 1.00000 | EA | \$ 3,800 | \$ 3,800 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-------------------------------------|---|---------|
| 43230000 | Nover Engelstein & Associates, Inc. | See Clarification & Exceptions for scope of installation services. | |

Extended Description :

Installation of Produce Safety Inspection Software

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US | | AUTHORIZED RECEIVER 304-558-2202 AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV 25312 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 3 | Training for Produce Safety Inspection Software | 1.00000 | EA | \$ 21,885 | \$ 21,885 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---|---------------|---------|
| 43230000 | Nover Engelstein & Associates, Inc. See Clarifications & Exceptions for scope of training. | | |

Extended Description :

Training for Produce Safety Inspection Software

| | | | |
|----------------------|--------------------------------|---|------------------------------|
| AGR1900000007 | Document Phase Final | Document Description Addendum No. 2 Produce Safety Inspection Software | Page 4 of 4 |
|----------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AGR1900000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as AGR1900000007 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To publish vendor questions and Agency responses.
2. Bid opening date remains 02/20/2019 @ 1:30 P.M. EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Produce Safety Inspection Software
AGR1900000007
Vendor Q&A 02/12/2019

Q1. Will the State consider a hosted solution?

A1. No, the software must be housed in WVDA infrastructure.

Q2. How many concurrent users?

A2. Up to 20 users.

Q3. Are the use of iPads under consideration?

A3. Not at this time.

Q4. What is currently being used?

A4. Paper Inspections.

Q5. What is the project start date and required implementation date for management of WV's produce safety program?

A5. Upon award of the contract.

Q6. Produce Safety Inspection Software – the quantity listed is one (1). We license the software per installed PC. I believe that the Department of Agriculture needs a quantity of five (5) licenses. How do I respond to indicate that we will be quoting a quantity of five licenses? When answering the online bid, are the "Comments" that I add to that line item the means to define / quantify the scope of what the bidder will be proposing for that line item?

A6. Quote it as one perpetual license for up to 5 devices.

Q7. Implementation Services – there are a couple of items that we usually estimate (e.g. Travel and related expenses, data conversions, etc.). Based on this format, it looks like I am going to need to provide a fixed price ... is that correct?

A7. Yes it will be a fixed price for implementation services.

SOLICITATION NUMBER: AGR1900000007

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as AGR1900000007 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time**
- Modify specifications of product or service being sought**
- Attachment of vendor questions and responses**
- Attachment of pre-bid sign-in sheet**
- Correction of error**
- Other**

Description of Modification to Solicitation:

- 1. To publish vendor questions and Agency responses.**
- 2. Bid opening date has moved from 02/20/2019 to 02/22/2019 @ 1:30 P.M. EST**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.**
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.**

**Produce Safety Inspection Software
AGR1900000007
Vendor Q&A 02/12/2019**

Q1. Is a subscription program to be considered per #10 as an alternate methodology? If so should annual pricing be quoted?

A1. No subscription pricing. Perpetual licensing only and annual maintenance/support quoted separately.

Q2. Is there an expectation of maintenance costs to be applied?

A2. Yes

Q3. Would you accept a native app ipad mobile- operating in another industry for 3 or 4 years but meets all of FSMA requirements?

A3. No

Q4. The maintenance bond speaks to a roofing mention. Is a maintenance bond determined?

A4. Insurance requirements are outlined in Sec. 8 of the "General Terms and Conditions" included in the original RFQ package.

Q5. Is the system for a single site?

A5. Inspection/sample processing is done on site.

Q6. Does the site do processing?

A6. Yes

Q7. Whether companies from outside USA can apply for this? (like, India or Canada)

A7. Yes

Q8. Whether we need to come over there for meetings?

A8. Yes. Initial training needs to be onsite.

Produce Safety Inspection Software
AGR1900000007
Vendor Q&A 02/12/2019

Q9. Can we perform the tasks (related to RFP) outside USA? (Like, from India or Canada)

A9. No

Q10. Can we submit the proposals via email?

A10. Acceptable bid submission methods are addressed in Sec. 6 of the "Instructions to Vendors Submitting Bids" included in the original CRFQ package.

Q11. The General Terms & Conditions (paragraph 41) states that "any service provider whose employees are regularly employed on the grounds of or the buildings of the Capitol complex or have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository" – For this project, are my staff members required to submit to a fingerprint based state/federal background check? We will be working in the Agriculture Building which I don't believe is in the State complex and I don't believe that the data that we may have access to is sensitive/critical. FYI, we perform general background checks on all of our employees. None of our employees are located in West Virginia."

A11. The vendor will not be working on-site at our complex, so they will not be physically present at our (or any other) state facility; and (2) they will not be accessing or using any sensitive or critical information. Therefore, it does not appear that they will be held to the fingerprint background check requirement.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR1900000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Nover Engelstein & Associates, Inc.

Company



Authorized Signature

2/16/19

Date


NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CLARIFICATIONS & EXCEPTIONS

CRFQ 1400 AGR 1900000007

| Line | Commodity Description | Clarification / Exception |
|------|--|--|
| 1 | Produce Safety Inspection Software | <p>The price includes up to five licenses of the following WinWam Software modules: Questionnaire Deluxe, Workflow, Questionnaire Designer and Hypertext Chapter 112 and the associated first year Annual Software Maintenance. Software Maintenance begins after software training is complete. Annual Software Maintenance for subsequent years is Not included in the cost proposal. The State's responses to Question # 2 and Question # 6 of Addendum 1 seems to conflict. To be clear, we are proposing up to five (5) licenses. If West Virginia Department of Agriculture truly wants 20 concurrent licenses, then multiply the cost of our quote by four (4).</p> <p>The Inspection forms that will be delivered are:</p> <ul style="list-style-type: none"> - Produce Farm Inventory Survey - Produce Safety Inspection Observation - Notice of Seizure - Notice of Release <p>The quote does NOT include:</p> <ul style="list-style-type: none"> - PSR Online Exemption System* - Food Sampling System or interface to LIMS System - Citizen or Business Portal - Integration to 3rd Party Systems <p><i>* Through the base software that we are proposing, Exempt farms can be marked Exempt or Qualified Exempt through the Farm Business file. PSR Online Exemption system allows farms to apply for an exemption on-line, this add-on module is not included in the proposal.</i></p> |
| 2 | Installation of Produce Safety Inspection Software | <p>Software installation will be performed REMOTELY (over the web) with the assistance of WV IT staff. No setup will be performed on-site. Installation includes:</p> <ul style="list-style-type: none"> - WinWam Produce Safety - Hypertext PSR 112 - Sync Setup - Workflow Setup <p>WV IT will be responsible for setting up SQL and/or SQL Express on the computers. Data Synchronization requires inspectors to be able to map a share folder on the network. WV IT will be responsible for mapping drives and setting up connectivity to the network and network drive.</p> |
| 3 | Training for Produce Safety Inspection Software | <p>Implementation Services are included in the line item entitled: "Training for Produce Safety Inspection Software". The scope of the Implementation Services is limited to the following: one (1) day Product Review Session (over the web), conversion of WV Produce Safety Farm Inventory from an Excel Spreadsheet into WinWam's business file. Up to 40 hours of Questionnaire Forms Customization. One (1) day of inspector training and two (2) days of Designer Training. The instructor's travel and related expenses for the training sessions outlined above are included in the price.</p> <p>The scope of the implementation services proposed is in line with similar Produce Safety implementations. If West Virginia requests additional services (e.g. training new staff members, retraining, etc.), those services will be quoted / billed separately outside of this proposal.</p> |

| | | |
|-----------|--------------|--------------------|
| Exhibit A | Pricing Page | CRFQ AGR1900000007 |
|-----------|--------------|--------------------|

| Item No. | Description | Quantity | Unit Price | Extended Amount |
|------------------------------------|---|----------|-------------------------|--------------------|
| 3.1.1 | Produce Safety Inspection Software | 1 | \$27,625.00 | \$27,625.00 |
| 3.1.2 | Installation of Produce Safety Inspection Software | 1 | \$3,800.00 | \$3,800.00 |
| 3.1.3 | Training for Produce Safety Inspection Software | 1 | \$21,885.00 | \$21,885.00 |
| | | | Total Bid Amount | \$53,310.00 |
| Bidder / Vendor Information | | | | |
| Name: | Nover Engelstein & Associates, Inc. | | | |
| Address: | 3000 Atrium Way, Suite 2203 | | | |
| | Mount Laurel, NJ 08054 | | | |
| Phone: | 856-273-6988 | | | |
| Email Address: | Neal Nover@winwam.com | | | |
| Authorized Signature: |  | | | |

Vendor should not alter pricing page and should fill out pricing page as it. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: NOVER ENGELSTEIN & ASSOCIATES, INC

Authorized Signature: [Signature] Date: 2/16/19

State of New Jersey

County of Burlington to-wit:

Taken, subscribed, and sworn to before me this 16th day of February, 2019.

My Commission expires March 25, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Heather L. Hopes-Mars

Nover Engelstein & Associates, Inc.

Agreement for License of WinWam Software

This Agreement for License of the WinWam Inspection Software (the "Software") (including the attached Terms and Conditions, referred to herein collectively as this "Agreement") is made this _____ day of _____, 201_ (the "Effective Date"), by and between Nover Engelstein & Associates, Inc., with a place of business at 3000 Atrium Way, #2203, Mt. Laurel, New Jersey 08054 ("NEA"), and the customer identified below ("Customer"). This Agreement consists of this cover page and the attached Terms and Conditions. The parties agree as follows:

| | |
|-------------------------|------------------|
| Customer Name: _____ | Contact: _____ |
| Address: _____ | Telephone: _____ |
| Address2: _____ | Facsimile: _____ |
| City, State, ZIP: _____ | E-mail: _____ |

Product and Pricing Summary:

See attached purchase order to be agreed upon by the parties and executed in connection with this Agreement. Once executed, such purchase order will be attached hereto and shall be governed by this Agreement, including the attached Terms and Conditions.

Attached Terms and Conditions:

This Agreement includes the attached Terms and Conditions. Because this Agreement limits the liability of NEA, please read it carefully. NEA's acceptance of Customer's order hereunder, or under any other purchase order executed in connection with this Agreement, is expressly conditioned on Customer's assent to the attached Terms and Conditions, whether additional to or different from those contained in any document heretofore or hereafter supplied by Customer to NEA. The attached Terms and Conditions shall govern and take precedence over any terms and conditions included in the Software such as any click-wrap or shrink-wrap licenses attached thereto.

| Nover Engelstein & Associates, Inc. | Customer |
|--|------------------|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Signature: _____ | Signature: _____ |

Nover Engelstein & Associates, Inc.
3000 Atrium Way, #2203
Mt. Laurel, New Jersey 08054
Phone: (856) 273-6988
Fax: (856) 751-0559

Nover Engelstein & Associates, Inc.
Terms and Conditions

1. **DEFINITIONS.** "Software" means the WinWam Inspection Software, in machine-readable form, together with all associated documentation. When used in these Terms and Conditions ("T&Cs"), "NEA" means Nover Engelstein & Associates, Inc., and the words "you" and "your" mean the party purchasing a license to use the Software.

2. **LICENSE GRANT.** The Software is licensed, not sold, to you for use only under the terms of these T&Cs, and NEA reserves all rights not expressly granted to you in these T&Cs. If you upgrade the Software to a higher-numbered version thereof or to a comparable NEA software product, these T&Cs shall also govern that product or version. You may make one additional copy of the Software solely for backup or archival purposes.

3. **RESTRICTIONS ON USE AND TRANSFER.** You may not sublicense, rent, lease, assign or otherwise transfer the Software or any rights thereto, either in whole or in part, to anyone else, except that you may, after written notification to NEA, permanently transfer the Software in its entirety, provided you retain no copies of the Software and the transferee agrees to these T&Cs. You agree to ensure that anyone who uses any portion of the Software provided to you complies with these T&Cs.

4. **INTELLECTUAL PROPERTY RIGHTS.** You acknowledge that the Software contains copyrighted material, trade secrets, trademarks and other proprietary material of NEA ("Confidential Information"), and is protected under United States and international copyright law and other applicable laws. You may not engage in any unauthorized use or disclosure of any Confidential Information. You agree that the Software is confidential and proprietary to NEA. Accordingly, you may not copy the Software, or decompile, disassemble, reverse engineer or create a derivative work based upon the Software, use the Software as a template, or in any other way use the Software to help develop any other computer program(s) or technology that compete against, or provide the same functionality as, the Software, or authorize anyone else to do so. You must reproduce and maintain all copyright notices that are contained in the Software on any copy thereof that you make or use.

5. **TERM AND TERMINATION.** Except as otherwise provided in these T&Cs, the term of the license granted herein is perpetual and becomes effective when you execute the attached cover page. You may terminate this license at any time by destroying any and all copies of the Software or by returning all such copies to NEA. These T&Cs and the associated license for the Software will terminate automatically and without provision of notice by NEA if you fail to comply with any of these T&Cs or if you cease permanent use of the Software, for whatever reason. Upon termination in accordance with these T&Cs for any reason, you agree that you will destroy all copies of the Software or return all such copies to NEA. In addition to this sentence and the previous sentence, Sections 3, 4 and 6-12 shall survive any such termination.

6. **LIMITED WARRANTY.** NEA warrants that the Software will perform substantially in accordance with its accompanying documentation, when operated in the execution environment specified in such documentation, for the warranty period ending thirty (30) days following the date on which you execute the cover page to these T&Cs. This limited warranty is void if failure of the Software to conform to such warranty is caused in whole or in part by (a) any defect in any hardware or other equipment used with the Software; (b) any failure of any hardware or any other equipment used with the Software to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification or enhancement of the Software by you or anyone other than NEA; (d) any failure by you or anyone else to follow NEA's instructions with respect to proper use of the Software; or (e) improper use, abuse, accident, neglect or negligence on the part of you or anyone other than NEA. NEA will not be obligated to honor the limited warranty or provide any remedy thereunder unless the Software is returned to NEA along with the original dated receipt. Any replacement Software will be warranted for thirty (30) days following the date on which NEA provides it to you. You understand that no Software updates or upgrades are included with this limited warranty and that NEA may update or revise the Software at any time and, in so doing, incurs no obligation to furnish such updates or revisions to you.

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Licensee Service Agreement

WinWam Products

NOVER ENGELSTEIN & ASSOCIATES, INC.

ATRIUM EXECUTIVE SUITES
3000 ATRIUM WAY, #2203
MT. LAUREL, NEW JERSEY 08052
(856) 273-6988

This agreement is entered into as of _____, by and between Nover Engelstein & Associates, Inc., a New Jersey corporation at Atrium Executive Suites, 3000 Atrium Way, #2203, Mt. Laurel, New Jersey 08052, NJ, (hereinafter "Licensor") and _____, (hereinafter "Licensee") and is based on the following premises:

A. Licensee has purchased a license from Licensor for the software products known as:

See Schedule 3 Attached.

(hereinafter known as "PRODUCT") operating on the Licensee's Computer System;

B. Licensor is constantly working to improve PRODUCT through research and the development of new concepts;

C. Licensee desires to obtain, free of charge, any improvements to PRODUCT which are developed by Licensor during the term of this agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. At any time during the term of this Agreement, as Licensor invents, develops, or in any way creates improvements, additions, expansions or any other changes (hereinafter referred to as "Enhancements") in the PRODUCT, which are NOT in Licensor's judgement separately purchasable PRODUCT modules, Licensor will apprise Licensee of Enhancements within a reasonable time after they become available for use with and in conjunction with or in place of PRODUCT.

2. At any time during the term of this Agreement, Licensee has the right to order from Licensor any enhancement release offered and made available by Licensor. If, during the term of this Agreement, Licensee orders any Enhancement release, Licensee will be charged nothing for the Enhancement release, and any accompanying instructional or documentation materials. Licensee will reimburse Licensor any shipping, postage, handling, media or like costs if such reimbursement is requested.

3. Any and all software warranties as listed in the applicable Software License Certificate are extended without time limit for as long as this Agreement and its annual renewals are in effect.

4. Licensor shall not be responsible for installing enhancement releases if the Licensee is running a modified version of the PRODUCT source code and Licensee agrees to pay reasonable costs at Licensor's then prevailing rates for the installation of enhancements to PRODUCT software which has been modified. Warranties for the PRODUCT are null and void if the software is modified by person or organization other than Licensor.

5. The term of this Agreement shall expire on _____. This Agreement shall be automatically renewed for an additional one-year term and subsequent additional one-year terms in sequence each year thereafter. Licensee may cancel this Agreement only by providing Licensor with written notice of its intention to do so within 30 days of the expiration of an annual term.

6. Licensor is not responsible and shall not be obligated to pay for any expenses incurred in installing Enhancement release or for any other expenses not specifically made their obligation by virtue of this Agreement. Licensor agrees to provide Licensee with all reasonable assistance required in installing Enhancement release via telephone contact, throughout the term of this Agreement and any renewals. Licensee understands that all Enhancement releases offered and made available to Licensor must be installed in the sequence in which they are made available.

7. In consideration for the benefits contained herein, Licensee will on _____, make an annual payment of \$_____ to Licensor which shall constitute the total payment for the initial Agreement term. All amounts payable shall be paid by Licensee to Licensor within sixty (60) days of the start of the agreement. Licensee agrees to pay a LATE RECERTIFICATION CHARGE at a rate of one and one-half percent (1 1/2) per month for any outstanding undisputed amount or portions thereof not paid by Licensee to Licensor as provided herein, provided that in no event shall the late payment charge exceed the maximum interest payable under any usury law applicable to the amounts payable hereunder by Licensee. A disputed invoice requires Licensee to notify Licensor in writing detailing the reason(s) for dispute.

8. With regard to any Enhancement release offered and made available by Licensor,

Agreed To:

NOVER ENGELSTEIN & ASSOCIATES, INC.
(Licensor)

By: _____

Name: _____

Title: _____

Date: _____

CLIENT NAME

(Licensor)

By: _____

Name:

Title: Director

Date: _____

Schedule 3

| <u>Product Name</u> | <u>Number of Licenses</u> | <u>Annual Fee</u> |
|---------------------|---------------------------|-------------------|
|---------------------|---------------------------|-------------------|

Annual Maintenance Total:

WinWam Produce Safety Clients

as of February 16, 2019

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| <p>Alabama Dept. of Agriculture & Industries 1445 Federal Drive Montgomery, Alabama 36107</p> <p>Ms. Christy Smith Phone: (334) 240-7186 Christy.Smith@agi.alabama.gov Alabama Live – September 18, 2018</p> | <p>Georgia Department of Agriculture MLK Drive, Room Atlanta, GA 30334</p> <p>Mr. Brad Bush Farm Safety Program Manager John.bush@agr.georgia.gov Phone: (229) 386-3488 On Order – Software Shipped</p> |
| <p>Arizona Department of Agriculture 1688 W. Adams Street Phoenix, AZ 85007</p> <p>Ms. Teresa Lopez Arizona Leafy Greens Food Safety Administrator Phone: (602) 542-0945 tlopez@azda.gov Arizona - Live since December 2017</p> | <p>Kentucky Dept. of Agriculture 106 West 2nd Street Frankfort, KY 40601</p> <p>Ben Conner Produce Safety Program Manager (502) 782-7809 Ben.Conner@ky.gov Recently purchased in the process of implementing</p> |
| <p>Delaware Department of Agriculture 2320 South DuPont Highway Dover, Delaware 19901</p> <p>Andrea Jackson Administrator, Food Products Inspection Phone: (302) 698-4545 andrea.jackson@state.de.us Delaware – Live since July 2018</p> | <p>Louisiana Department of Agriculture & Forestry 5825 Florida Blvd, Suite 1023 Baton Rouge, LA 70896</p> <p>Ms. Allison M. Dumas Ag Specialist Program Mgr.- FSMA Produce Safety Phone: (225) 935-2161 adumas@ldaf.state.la.us Louisiana - Live since 08/23/2018</p> |
| <p>Florida Department of Agriculture and Consumer Services 170 Century Blvd Bartow, Florida 33830</p> <p>Sydney Stone Armstrong FSMA Coordinator Division of Fruit and Vegetables Phone: (863) 578-1944 Sydney.Stone@FreshFromFlorida.com Florida – Live since April 2018</p> | <p>Mississippi Department of Agriculture 121 N. Jefferson Street Jackson, MS 39201</p> <p>Britton Walker Outreach Coordinator Phone: (601) 359-1104 Britton@mdac.ms.gov On Order – Software Shipped</p> |

WinWam Produce Safety Client

as of February 16, 2019

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| <p>South Carolina Department of Agriculture 123 Ballard Court West Columbia, SC 29172</p> <p>Kelly Johnson Produce Safety Manager Phone: (803) 753-7267 kjohnson@scda.sc.gov South Carolina - Live since May 2017</p> | <p>Virginia Department of Agriculture & Consumer Services 102 Governor Street Richmond, VA 23219</p> <p>Mr. Erik Bungo Program Supervisor, Produce Safety Program Phone: (804) 766-1005 erik.bungo@vdamacs.virginia.gov Training Scheduled March 20-22</p> |
| <p>Vermont Agency of Agriculture, Food & Markets 116 State Street Montpelier, VT 05620</p> <p>Kristina M. Sweet Produce Program Manager Phone: (802) 522-7811 kristina.sweet@vermont.gov Vermont - Live since October 11, 2018</p> | |