

(c) Renewal Term: This Order Form shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless either Party notifies the other at least ninety (90) Business Days prior to the expiration of the Initial Term or the then Renewal Term of its desire not to renew this Order Form.

4. Fees for the use of the Software ("Subscription Fees"):

- Omni CMS - SaaS up to 25 users : \$20,467.00
- Faculty Directory - License : \$1,575.00
- Omni CMS Search - License up to 20,000 files : \$2,730.00
- Hosting : \$3,276.00

Total Subscription Fees Year 1: \$28,048.00

The Subscription Fees shall be subject to a five percent (5%) increase per annum.

5. Fees for Support ("Support Fees"):

- Support - Basic: \$7,500.00
- Developer Assistance Plan (20 hours): \$3,500.00

6. Payment Terms: All Subscription and Support Fees are payable in advance, with payment due Net 30 days from Invoice Date. For all Service Fees, fifty percent (50%) is due at signing and fifty percent (50%) is due upon delivery. Unless otherwise stated, Subscription Fees and Support Fees are due annually. Late Payments will be subject to a late fee calculated at 1% per month. If payment of Subscription Fees with annual recurring costs is not received prior to the start date of the Renewal Term, Modern Campus reserves the right to suspend access to the Software until payment is received.

Grand Total (Subscription, Service, and Support Fees) for Year One

Total Year One Subscription: \$28,048.00

Total Year One Services:

Total Year One Support: \$11,000.00

Total Year 1 Fees: \$39,048.00

Total Year 2 Fees: \$0.00

Total Year 3 Fees: \$0.00



SCHEDULE TO THE AGREEMENT

ORDER FORM No. 1

THIS ORDER FORM IS ENTERED INTO BETWEEN Modern Campus USA Inc. ("**Modern Campus**") and Horry Georgetown Technical College ("**Customer**") on the Order Form Effective Date.

1. Agreement: This Order Form incorporates the terms and conditions of the Agreement dated June 27, 2022 and made between Modern Campus and Customer (the "**Agreement**"), as if such terms and conditions are reproduced herein. In the event of a conflict between this Order Form and the Agreement, this Order Form shall govern. Any capitalized term not defined herein shall have the meaning ascribed to them in the Agreement.

2. Description of Software/Services:
 - (a) Software: The Software Licensed pursuant to this Order Form and the terms and conditions of the Agreement is for the Software listed below:
 - Omni CMS - SaaS up to 25 users with 25 users
 - Faculty Directory - License
 - Omni CMS Search - License up to 20,000 files
 - Hosting
 - (b) Users: Unless otherwise stated on this Order Form, the Software License granted under this Order Form is a Subscription License for the user type and number of users and organizations as specified in the Agreement.

3. Term:
 - (a) License Start Date: The License shall commence on July 01, 2023.
 - (b) Initial Term: The initial term (the "Initial Term") of this Order Form shall commence on the License Start Date and continue for a period of 12 months, unless terminated earlier pursuant to the Agreement.



Engagement
Evolved™

July 6, 2023

Dianna Cecala
Procurement Manager
Horry-Georgetown Technical College
2050 Hwy 501 E
Conway, SC 29526

Dear Ms. Cecala:

Modern Campus hereby certifies that is the sole manufacturer of the Omni CMS web content management system. Additionally, Modern Campus certifies it is the sole provider for providing technical support, program updates and professional services for the Omni CMS web content management system. Furthermore, the Omni CMS software and associated services cannot be obtained at a lower price than is directly offered by Modern Campus.

Please let me know if you have any questions or if I can be of further assistance. You can reach me at 805-322-0008 or mianniello@moderncampus.com.

Regards,

A handwritten signature in black ink that reads "Mario Ianniello".

Mario Ianniello
Senior Account Manager
Modern Campus USA, Inc.

www.moderncampus.com

CANADA

40 Holly Street, Suite 800
Toronto ON Canada M4S 3C3
T. (416) 480-0500 | F. (416) 480-2995

USA

1320 Flynn Road, Suite 100
Camarillo, CA 93012
T. (805) 484-9400

**JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT**

SS-0176

Agency: Horry-Georgetown Technical College – Marketing Department

Sole Source Vendor: Modern Campus (Previously Omniupdate)


Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets: Continued Software license for use and service for College's website.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Discussions with cabinet members and College leaders have concluded that they do not wish to change our current website. This purchase was made via a formal solicitation and awarded.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: OmniUpdate Software License, service agreement, and hosting.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: There is no other supplier that is able to maintain the upgrades, licenses, hosting and service other than Modern Campus who created the system.


Authorized Signature
Printed Name: Harold Hawley
Title: VP Finance & Administration
Date: 6/29/2023

Notes:

Authorized signature is the agency head unless the agency head has delegated that authority. Delegation of authority must be submitted to the Materials Management Officer in writing.

The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.



Vendor:

H00290084
 Modern Campus USA Inc
 1320 Flynn Rd Ste 100
 Camarillo CA 93012

PO Number:	P0039610
Issue Date:	07/06/23
Request No:	R0038085
Fiscal Year:	24

Billing Address: Horry Georgetown Technical College
 Attn: Accounts Payable
 PO Box 261966
 Conway, SC 29528
Or Email To: AccountsPayable@hgtc.edu

Ship to: Service PO
 No Shipping Required

PO NUMBER MUST BE ON YOUR INVOICE

Requestor: Laura Roper/Kevin Engleman

HGTC Shipping and Receiving Hours ALL CAMPUSES
 8AM - 4PM: Mon-Thurs 8AM - Noon: Friday

Terms NET 30

Description	Quantity	Unit Cost	Total Cost
Developer Assistance Plan - 20 hours	1.00 EA	3,500.0000	3,500.00
Hosting	1.00 EA	3,276.0000	3,276.00

Email: slee@moderncampus.com

TOTAL: 39,048.00

PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes

10000-53120-7158-

\$39,048.00

Purchasing Agent: Dianna Cecala



Vendor:

H00290084
 Modern Campus USA Inc
 1320 Flynn Rd Ste 100
 Camarillo CA 93012

PO Number:	P0039610
Issue Date:	07/06/23
Request No:	R0038085
Fiscal Year:	24

Billing Address: Horry Georgetown Technical College
 Attn: Accounts Payable
 PO Box 261966
 Conway, SC 29528
Or Email To: AccountsPayable@hgtc.edu
PO NUMBER MUST BE ON YOUR INVOICE

Ship to: Service PO
 No Shipping Required
Requestor: Laura Roper/Kevin Engleman

HGTC Shipping and Receiving Hours ALL CAMPUSES
 8AM - 4PM: Mon-Thurs 8AM - Noon: Friday

Terms NET 30

Description	Quantity	Unit Cost	Total Cost
Annual Licensing, Maintenance and Hosting of College Website. Term : 7/1/2023 - 6/30/2024 THIS IS A SOLE SOURCE PURCHASE			
Omni CMS - SaaS -up to 25 users	1.00 EA	20,467.0000	20,467.00
Faculty Directory License	1.00 EA	1,575.0000	1,575.00
OU Search Licence, up to 20 searches	1.00 EA	2,730.0000	2,730.00
Basic Support - 2 contacts	1.00 EA	7,500.0000	7,500.00

Email: slee@modern-campus.com

TOTAL: CONTINUED

PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes
 10000-53120-7158- \$39,048.00

Purchasing Agent: Dianna Cecala