



WebConnect Order Form

WebConnect Server Software and WebConnect Hosting are provided by Merrill Consulting Group, LLC d/b/a “WebConnect for GradPro.”

“**WebConnect Server Software**” means: the object or executable code of the validly licensed software program(s) developed by WebConnect for GradPro that operates a web server portal for Robinsoft’s GradPro Student Information System. The WebConnect Server Software includes encrypted PHP files, un-encrypted PHP files, javascript files, HTML files, MySQL scripts, Access databases, Smarty templates, CSS files, necessary and included third-party software files, and other necessary files to install and operate the WebConnect Server Software.

WebConnect Server Software is available through either:

- (1) “**Self-Hosted Environment**” which means either:
 - a. the WebConnect Server Software is licensed to you for installation, operation, and use on your own computer server(s); or
 - b. the WebConnect Server Software is licensed to you for installation, operation, and use on an alternative Internet-service provider’s computer server(s).
- (2) “**WebConnect Hosting**” which means:
 - a. on your behalf, we will install, operate, and maintain the WebConnect Server Software on WebConnect’s Rackspace Cloud Service and you are paying for the use of the software as a service; and
 - b. the WebConnect Server Software is licensed to you solely for installation, operation, and use upon WebConnect’s Rackspace Cloud Service (or an alternative chosen by WebConnect) and only for the period of time for which you have paid all fees in accordance with the Hosting Agreement.

License for WebConnect Server Software

By filling out and submitting this order form to WebConnect you agree to be bound by the terms and conditions set forth on:

- (A) this Order Form; and
- (B) the [WebConnect for GradPro Software License Agreement](#) included with the software and for convenience, also posted here:
http://webconnectgradpro.com/WebConnect_for_GradPro_Software_License_Agreement.html.

If your Order is accepted and provisioned by WebConnect then these two documents A and B (collectively the “License Agreement”) constitute a legal agreement between you and Merrill Consulting Group, LLC. The License Agreement governs the rights, remedies, and obligations for your use of WebConnect Server Software.

Terms and Conditions for WebConnect Hosting

If this Order Form indicates your choice for WebConnect Hosting rather than Self-Hosted Environment, then by filling out and submitting this order form to WebConnect you furthermore agree to be also bound by the terms and conditions set forth on:

- (1) this Order Form; and
- (2) the [WebConnect Hosting Terms of Service](#) (“Terms of Service”) as posted at http://www.webconnectgradpro.com/Terms_of_Service.html; and
- (3) the [WebConnect Acceptable Use Policy](#) as posted at http://www.webconnectgradpro.com/wbct_Acceptable_Use_Policy.html; and



(4) the [Rackspace Acceptable Use Policy](http://www.rackspacecloud.com/legal/aup)
as posted at <http://www.rackspacecloud.com/legal/aup>.

If your Order is accepted and provisioned by WebConnect then these four documents 1, 2, 3, and 4 (collectively the "Hosting Agreement") constitute an additional legal agreement between the Customer indicated on this form and Merrill Consulting Group, LLC.

Part A: Customer Information
ALL CUSTOMERS MUST COMPLETE THIS PART OF THE ORDER FORM.

Enter this Information about the Customer:

What is the **Name of the Customer**?

This is the official name of the legal entity (e.g., institution, organization, company, or school) entering into the agreement(s) with WebConnect for GradPro.

For the legal entity entered above, what is the legal street address? (no P.O. boxes)

Customer **Street Address**?

Customer **City**?

Customer **State or Province**?

Customer **Postal Code** (i.e., zip+4)?

Customer **Country** (e.g., USA)?

What is the **Version of GradPro** you are operating?

WebConnect Server Software is only compatible with GradPro versions 12.85 and higher. Not all features of WebConnect Server Software are available when using older versions of GradPro.

How many **Unique Yearly Students** will access the portal?

By "unique yearly student" we mean unique persons who were given at least one grade during a 12 calendar-month period.

Since your enrollment can change based on any given term (e.g., summer terms often have fewer students than winter terms), your price is based on the yearly number of students which is normally more predictable and consistent.

If you are uncertain, simply provide a reasonable estimate and after your first year of service we can query your data for an accurate number.



Part B: Choice of Self-Hosted Environment or WebConnect Hosting
ALL CUSTOMERS MUST COMPLETE THIS PART OF THE ORDER FORM.

The base price **for one domain** is essentially the same whether you choose WebConnect Hosting or Self-Hosted Environment (\$85 per month = \$1020 per year). Payment arrangements, terms and conditions, and type of support will be different.

*How do you want to use the
WebConnect Server Software?*

Self-Hosted Environment

You will install, operate, and use the WebConnect Server Software with your own equipment and personnel.

To-date, all our customers have transitioned to our WebConnect Hosting service since there are numerous advantages including reliability and minimal administrative burden (IT staff time).

We encourage you to carefully consult with us prior to choosing this Self-Hosted option.

FILL OUT PART C and SKIP PART D.

WebConnect Hosting

Using our personnel, we will install, operate and maintain the WebConnect Server Software on your behalf using our Rackspace Cloud Service.

This option will require additional third-party software such as Navicat for MySQL. This might mean additional cost for you and assistance by you. Review Part C before finalizing your decision.

SKIP PART C and FILL OUT PART D.



Part C: Licensing for Self-Hosted Environment
FILL OUT THIS PART ONLY IF YOU HAVE CHOSEN SELF-HOSTED ENVIRONMENT.

The terms and conditions in this Part C of the Order Form apply only to Self-Hosted Environment. They do not apply to you if you have chosen WebConnect Hosting.

License Fees and Payment Schedule

You will pre-pay an **initial license fee of \$1020.00 (per domain)** and you will subsequently pre-pay an **annual license fee of \$1020.00 (per domain)** each November to cover the following calendar year Licensed Period. We place all customers on an identical calendar year invoicing schedule. If you purchase your initial license during the year (anytime after January 1st), then your first annual license fee will be pro-rated in a manner to place you on our standard calendar year Licensed Period.

If your initial license will commence in the last quarter of the current calendar year, then your initial license fee will include both (i) the pro-rated remainder of the current year, and (ii) the whole of the following year.

Your license fees are non-refundable.

Fee Increases

We may increase your fees effective as of the first day of the annual calendar year renewal. Since our invoices for annual license fees are sent in November, our invoice may serve as written notice of a fee increase. In general, it is not our intention to increase annual license fees; however, we reserve the right to do so at our sole discretion. Your choice to renew or not renew will be at your own discretion. Partial payments that we receive that do not meet the required fee(s) shall be applied on a monthly pro-rated basis to ascertain the License Period.

Licensed Period

Your Licensed Period corresponds to the amount of time for which you have pre-paid your license fee(s) pro-rated on a monthly basis. If you do not renew by paying the annual license fee, then your license to use **any and all versions** of WebConnect Server Software will terminate at the end of the Licensed Period.

Licensed Versions

Your license allows you to continue use of your existing version or upgrade and use any version of WebConnect Server Software released during the License Period.

Authorized Domains

You must purchase a license for each Internet domain for which you want to run an instance of WebConnect Server Software. Please enter here the domain names you want to have licensed. You may add, remove, or change the domain names by submitting a written request (electronic or hard copy) from the Primary Contact. License files will only be sent to you once payment has been received.

Domain Name(s)

List all internet domains that you want licensed for Self-Hosted Environment.



Payment Method for License Fees

Indicate your **Payment Method for Initial License Fee(s)**?

- Credit Card Check

By choosing credit card and submitting this form, you authorize WebConnect to bill your initial license fee(s) to the credit card indicated in Part G.

Payment Method for Annual License Fee(s)?

- Credit Card Check

By choosing credit card and submitting this form, you authorize WebConnect to automatically bill your annual license fee(s) to the credit card indicated in Part G. Please remember to inform us when your credit card information expires or otherwise changes.

You may revoke automatic credit card billing at any time by having the Primary Contact send a written notice (electronic or hard copy) to WebConnect.

Start Date for Initial Licensed Period

Indicate the date you wish your first licensed use to begin on. If blank, then we will plan for a start date that will be the first day of the first month after date the Order was accepted by WebConnect. Your use of WebConnect Server Software cannot begin until you have received your license file from us that will enable the software. Your payment of license fees must be received before we can prepare a license file for you.

Desired Start Date



Part D: Services Provided with WebConnect Hosting
FILL OUT THIS PART ONLY IF YOU HAVE CHOSEN WEBCONNECT HOSTING.

The terms and conditions in this Part D of the Order Form apply only to WebConnect Hosting. They do not apply to you if you have chosen Self-Hosting Environment.

Minimum Commitment for Website Hosting:

- Tier 1 (up to 100 students).....\$85.00 per month**
- Tier 2 (101 to 500 students)\$110.00 per month**
- Tier 3 (501 to 1000 students)\$145.00 per month**
- Tier 4 (1001 to 6000 students)\$200.00 per month**
- Tier 5 (6001 or more)ask for quote**

Provides for one domain (or sub-domain / software instance) with 1Gb disk space, 30Gb/month data transfer, 660 compute cycles/month, and use of MySQL databases. Each additional domain (or sub-domain / software instance) will be billed at **the tier price applicable to that instance.**

Excess Usage Fees:

You will be billed for any usage in excess of the amounts allotted in your Minimum Commitment.

The overage fees shall be at: disk space at 50 cents per Gb, 22 cents per Gb bandwidth over 30Gb, 1 cent per compute cycle over 660.

To-date, not even our largest customer with thousands of students has used more than a fraction of the allotted usage. It is highly unlikely your school will experience any excess usage fees. This is only likely if we agree to allow you to host additional web applications on your portal site.

Full Service Support for WebConnect Server Software

Included as part of your fee, we will:

- Install, configure, and maintain the WebConnect Server Software using our WebConnect Hosting.
- Troubleshoot and resolve service interruptions, unexpected results, and bugs with WebConnect Server Software.
- Make changes to configuration settings when directed by you.

Complimentary Basic Customization

Included as part of your fee, we will customize the software with your logo, contact information, and any language modifications you require. We will update the customization whenever directed by you.

Also included: additional navigation items (e.g., a course catalog PDF for download) and page alterations achievable within our template system. Excludes engineering changes to the software.



Complimentary Upgrades to Software and Custom Themes

Included as part of your fee, we will upgrade your site(s) to the latest version of WebConnect.

If your site theme (customization) was created by us, then we will also update (free of charge) your site theme to the latest version of WebConnect Server Software when an upgrade is applied.

Complimentary Support for Use of Navicat for Required Transfers

Using remote telephone and/or web meeting technology, we will guide you with the installation and periodic maintenance of Navicat for MySQL. Our support for Navicat for MySQL is limited to its use for data transfers to WebConnect Hosting. Navicat is only used for exceptionally large database sizes.

Authorized Domains (or Sub-Domains) on WebConnect Hosting

Please enter here the domain name you want to use on WebConnect Hosting. **Most customers choose a sub-domain(s) since this can be done with no added cost and helps maintain branding/identity.**

Enter Your Desired Domain Name or Sub-Domain

We can assign this domain name only if available. It cannot be your current website domain name unless you plan to transition your entire domain to WebConnect Hosting.

You can use a valid SUB-DOMAIN.
(e.g., *webconnect.yourschool.edu* or *portal.yourschool.edu*)

For sub-domains, your existing service provider or network team must edit name server entries to point the sub-domain to an IP address that will be provided to you by WebConnect.

Enter the Additional Domain Name(s) or Sub-Domain(s)

If none, leave blank or enter "none."

Also, please indicate the number of unique yearly students for each additional site you list here.

Fee for domain name registration and renewal

If any of your domain names are to be registered through WebConnect/Rackspace, then we will add a domain name registration and renewal fee to your account. Currently this fee is **\$10.00 per year** (per domain). This fee for domain name registration and renewal is a Pass-Through Cost.



Important Notice Regarding Potentially Required Third-Party Software:

The portal does not operate on your actual GradPro database – it operates on a copy of your GradPro database that is periodically synchronized. GradPro has built-in features that synchronize data with the portal using web service calls.

If you are NOT an IDS Customer and your database is exceptionally large (about 1.3Gb and larger), then use of the WebConnect Server Software on our hosting service may require the purchase of a compatible third-party data transfer utility in order to synchronize data from GradPro's database with the copy residing on WebConnect Hosting.

Are you (or are you going to be) an **IDS customer**?

Yes (IDS customer) No

If yes, then you do NOT need to purchase Navicat.

Being an IDS customer is optional and is not required to subscribe to our services.

If not an IDS Customer, then is your **database exceptionally large**?

Yes (about 1.3Gb or more) No

If no, then you do NOT need to purchase Navicat.

If yes, then you might need to purchase Navicat or a compatible alternative. Your purchase order and fees paid to WebConnect do not include the cost or license for this third-party software. We suggest [Navicat for MySQL](#) if a transfer utility is required.

SSL Support with WebConnect Hosting:

This refers to running your domain(s) or sub-domain(s) using SSL (security certificates for HTTPS protocol). Using SSL means that web browser traffic (HTTPS) between the browser (your student) and the WebConnect Hosting service will be encrypted. Due to the sensitive nature of your hosted data, **all customers MUST use SSL with their WebConnect Hosted Service.**

Obtaining a Security Certificate:

We will generate a certificate request (CSR) and install any compatible certificate for you; however, you have one of 2 options for obtaining a certificate:

1. You can purchase a certificate from a vendor and periodically renew as necessary (we will install it for you, of course); or
2. You can choose to use our security certificate (at no additional cost); however, your site will reside at <https://secure.webconnectgradpro.com/yourschoolnamehere> and any domain or sub-domains you've asked for will not be applicable (or will re-direct users to the secure.webconnectgradpro.com address).

How do you want to obtain your **Security Certificate**?

Customer Will Purchase Certificate(s)
You will be responsible for purchasing a certificate and any annual renewals.

Use WebConnect Security Certificate
Your site will reside on a URL using WebConnect's security certificate.



Customer Access to WebConnect Hosting:

Generally we do **not** allow access to the cloud hosting service that your portal site will reside upon. However, there may be circumstances where you or your IT staff may desire to co-host web applications or have access to the databases the portal operates from. Contact us with your requirements and we will discuss any requirements or limitations.

License to WebConnect Server Software on WebConnect Hosting

You license fees are included in the costs for WebConnect Hosting. This license permits you to operate the WebConnect Server Software (i) only on WebConnect Hosting, and (ii) only for domain(s) or sub-domains(s) that you've paid for. The License Period covers only the actual period of time for which you have fully paid for WebConnect Hosting. Your license allows you to operate any version of WebConnect Server Software during the License Period. You will not be sent copies of your license files and your license files will be installed for you by WebConnect.

Payment Method for WebConnect Hosting

Indicate your **Payment Method**:

- Credit Card (billed monthly)
- Credit Card (billed quarterly)
- Credit Card (billed yearly)
- Check (Pre-Paid Annual)

By choosing credit card and submitting this form, you authorize WebConnect to bill your fee(s) to the credit card indicated in Part G.

Once we set up your account, you must contact us to update your credit card information if and when it changes.

Prorated Annual Billing for Check (Pre-Paid Annual)

All customers that choose to pay by check are placed on our annual November billing cycle. That is, such customers will be invoiced in early November of each year and your payment must be received by January 1. As a result, your very first invoice will be prorated based on your start date within the current calendar year. If your start date is within the last quarter of the calendar year (Oct 1 or later), then your first invoice will include the prorated amount and the full amount for the following year of service.

Start Date for WebConnect Hosting

Indicate the date you wish us to start provisioning your Order. If blank, then the start date will be the same day the Order was received or accepted by WebConnect. Once we accept your Order and receive your payment (credit card or check), the amount of time necessary to get your Services fully operational depends on the choices you've made, our current workload, and any unforeseen difficulties we might encounter. Typically it takes 1 to 5 business days to be fully operational; however, it could take longer depending on the circumstances.

Desired Start Date



Part E: Primary Contact for Customer
ALL CUSTOMERS MUST COMPLETE THIS PART OF THE ORDER FORM.

The primary contact receives all notices and communications from WebConnect. Except for billing matters, all instructions, communications, and approvals from the Customer must come from the Primary Contact.

What is the **First and Last Name** of the Primary Contact?

For the Primary Contact, what is his/her contact information? (no P.O. boxes)

Primary Contact **Email Address**?

Primary Contact **Phone Number**?

Is the address for the Primary Contact the **Same Address as Institution**?

Yes No

If you check No, then you must fill out the address info below:

Primary Contact **Street Address**?

Primary Contact **City**?

Primary Contact **State or Province**?

Primary Contact **Postal Code (zip)**?

Primary Contact **Country**?



Part F: Billing Contact for Customer
ALL CUSTOMERS MUST COMPLETE THIS PART OF THE ORDER FORM.

What is the **First and Last Name** of the Billing Contact?

For the Billing Contact, what is his/her contact information?

Billing Contact **Email Address**?

Billing Contact **Phone Number**?

Is the address for the Billing Contact the **Same Address as Primary Contact**?

Yes No

If you check No, then you must fill out the address info below:

Billing Contact **Street Address**?

Billing Contact **City**?

Billing Contact **State or Province**?

Billing Contact **Postal Code (zip)**?

Billing Contact **Country**?

Part G: Credit Card Information for Billing
ONLY FILL OUT THIS PART IF YOU HAVE CHOSEN CREDIT CARD BILLING.

If you are uncomfortable entering this information on the form, you can call WebConnect directly at (954) 607-7678 with this information.

Credit Card **Type**

Amex, Visa, or MasterCard

Credit Card **Number**?

Credit Card **CVS Code**?

Credit Card **Expiration Month**?

Credit Card **Expiration Year**?

Name as it appears on Credit Card?



Part F: Consent and Submittal
ALL CUSTOMERS MUST COMPLETE THIS PART OF THE ORDER FORM.

Important Notice Regarding Customizations:

This Order does not provide for engineering changes and enhancements to the WebConnect Server Software, including any custom graphics, custom layouts, custom content, or development. If you desire engineering changes or enhancements to WebConnect Server Software, then you must contract for that work separately from this Order. The current fee for customization work is **\$75.00 per hour**. All engineering changes or enhancements must be authorized in advance – you will not be billed for any engineering changes or enhancements unless we have both agreed to the change prior to the work being performed.

Enter this Additional Information:

Today's Date

Legalities of Submitting this Form

By signing and submitting this Form to WebConnect you are consenting to have the Customer bound by the agreements hereunder.

We do not warrant that WebConnect will accept and agree to all Orders submitted to WebConnect even if they are complete, accurate, and using the approved form. WebConnect reserves the right to use WebConnect's sole discretion in determining which agreements WebConnect will enter into.

Do not send this form to WebConnect unless the Customer is prepared to be bound by the agreements hereunder, as WebConnect's provisioning of this Order will constitute WebConnect's consent and the agreement(s) between Customer and WebConnect will then be binding on both parties:

- Licensing Agreement, and
- if WebConnect Hosting was indicated on this Order Form, also the Hosting Agreement.

PRINT YOUR NAME HERE:

YOUR SIGNATURE HERE:

Your signature represents your consent to commit the Customer to the agreement(s) with WebConnect for GradPro.

Are you a duly authorized representative of the Customer and able to commit the Customer to the binding agreement(s)?

Yes No

If you select No then do not send us this form. This form must be filled out, signed, and sent to WebConnect by an authorized representative of the Customer.

You may send this form electronically (scan and email), regular post (mail), or by commercial courier. For regular post or courier use the address for notices in the WebConnect Hosting Terms and Conditions.