

ANNUAL WEB SERVICES CONTRACT

This Agreement, effective as of **September 1, 2009** (the "Effective Date") is between **Holyoke Community College**, a public institution of higher education of the Commonwealth of Massachusetts (the "College" also the "Contractor"), as represented by its **WISER Institute** and **Western Massachusetts Chapter of the National Tooling and Machining Association (WMNTMA)** (the "Contracting Agency"). **WISER Institute** agrees to provide state export, market penetration reports based on three commodities chosen from **WMNTMA** per quarter, twelve in an annual period.

1. Contracting Agency may provide all data provided by the Contractor to WMNTMA members.

Citation of Source.

Contracting Agency shall cite the Contractor and College for release of such information from the Database and acknowledge that it is from compilations produced by WISER at Holyoke Community College.

Restrictions.

Contracting Agency's dissemination is limited to WMNTMA members or organizations, and only through its website in the form produced by WISER Institute.

2. Limited Warranty.

Contractor warrants that it has the right to grant this license. Contractor makes no representations nor warranties concerning the results produced for contracting agency, and expressly disclaim all warranties, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. Contracting Agency accepts the results from the data "as is" and without any representation or warranty as to accuracy, completeness, correctness, functionality, absence or errors, conformity with any specifications, or written or oral statements of performance, or that the results will not infringe any patents, copyrights, or other intellectual property rights of a third party; and Contracting Agency agrees that the Contractor is not liable to Contracting Agency with respect to those matters. Under no circumstances is the Contractor liable for incidental, consequential, or special damages as a damages as a result of any default under this agreement, even if the Contractor has been advised of the possibility of those damages. Contracting Agency agrees that the total aggregate liability of the Contractor for any claims, losses, or damages arising under this Agreement, whether in contract or in tort (including negligence), will not exceed the total amount paid by Contracting Agency to the Contractor for the current web services contract.

3. Payment.

The Regional Employment Board of Hampden County, Inc., through funding provided by the John Adams Innovation Institute, and in collaboration with the Western Massachusetts Chapter of the National Tooling and Machining Association through the Precision Manufacturing Regional Alliance Project (PMRAP) shall pay the Contractor \$745.00 for the current year of operation, to begin on September 1, 2009 and expire on August 31, 2010. In the event that the

