

Board of Trustees Agenda Item

Board Meeting Date: December 6, 2010

Title of Item: Services Agreement with IntelliResponse Systems Inc. for “ASK FOOTHILL”

Background and Analysis:

IntelliResponse is a sole source provider of a patented Instant Answer Agent that delivers “One Right Answer” to questions accessed online through their web servers.

IntelliResponse will develop, maintain and host ASK FOOTHILL, a program that will provide automated information delivery for students, parents, counselors and community members to enable them to obtain answers to questions about Foothill College, 24 hours a day, 7 days a week from Foothill’s home page, Facebook or smart phone applications.

The contract includes QuickStart Services to minimize launch time and database development and SmartSource for assessment of usage, reporting and updating the database of questions and answers.

IntelliResponse currently offers this service at over 200 colleges.

Annual Hosting Fee \$20,000

Quick Start Services \$7,500 (One time fee)

SmartSource Annual Fee \$7,500

Recommendation:

Foothill administration recommends approval of the agreement with IntelliResponse Systems.

Submitted by:	Denise Swett, Associate VP (6952) & Pat Hyland, Dean of Student Affairs (7389)
Additional contact	Judy Miner (7200)
Is backup provided?	Yes

IntelliResponse Executive Overview

For

Foothill College

October 27, 2010

Notice:

The information presented in this proposal is deemed confidential. It is only to be distributed, discussed and shared with authorized representatives of Foothill College.

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Executive Summary

Foothill College and IntelliResponse Systems Inc.

The current generations of student and staff populations are demanding flexible, effective and efficient communications that are aligned with their online expectations. They want immediate access to information 24x7, in a self-servicing manner – the core focus of IntelliResponse. The key to a successful communication strategy for the Foothill College may be to:

- create a primary interaction method using IntelliResponse on the web site as the preferred first point of contact for students and staff to ask questions, and to drive the majority of student and staff interactions through this channel;
- capture the institutional information relayed to both students and staff by the contact centre and by various departmental staffs across the campus; within IntelliResponse knowledge bases;
- allow students to easily access institutional information online, 24x7.

Deploying the IntelliResponse solution on the public Foothill College web site and allowing it to respond to the vast majority of common inquiries online ensures optimal, immediate service to students and staff, and enhances the productivity of the contact centre by eliminating repetitive inquiry handling.

Primary Objectives for implementing “Web Self-Service” technology:

- Migrate the majority of inquiry handling to the web site by use of web self-service
- Significantly reduce phone inquiries of a “repetitive nature” to the departments
- Allow students to ask questions 24/7, not just within hours of business
- Allow staff to focus on higher-value activities by eliminating repetitive called-in and emailed inquiries
- Allow students faster, easier and better access to institutional information on the web site, Facebook Fan-pages, and/or Smart Phone Applications
- Control what information is relayed to students and how it is relayed (messaging), especially when related to social media applications
- Improve student satisfaction levels concerning customer service by enhancing constituent communication on the FOOTHILL COLLEGE web site
- Gain insight into students’ areas of interest, concerns and reactions to new initiatives by capturing questions they ask online
- Implement a method of calculating the metrics on inquiring prospective students and conversion rates (conversion to enrolled students)

Executive Summary Continued on Page 4

Proposed Solution Highlights:

- A renewable annual subscription to an IntelliResponse knowledge base/bases containing response and question content customized for specific Foothill College departments (such as Student Services), seamlessly integrated into the College's existing website
- A fully managed turnkey project (QuikStart services) for a period of 45 days or less, managed by an IntelliResponse Project Manager, with effective co-operative involvement from FOOTHILL COLLEGE staff and very minimal involvement from the FOOTHILL COLLEGE IT department.
- A three year renewable service agreement with price protection and service level guarantees.
- Outsource complete knowledge base maintenance to an IntelliResponse Knowledge base Analyst who will be accountable for the continuous improvement and performance of the system (SmartSource).
- Offer students option to escalate their online inquiries by email.
- Allow students to access school information stored in the Foothill College knowledge bases instantly, 24/7.
- Implement an IntelliResponse question and answer solution that allows students to ask questions in natural language and recognizes slang, typos and FOOTHILL COLLEGE-specific terminology.
- Implement the IntelliResponse self-service solution based on web services architectures which can fully integrate with any and all CRM tools and online interactive help options such as chat and click-to-call.

Key Benefits for Foothill College

- **Optimize call center service by eliminating up to 90% of routine emails and up to 35% of phone call inquiries**
- **Increased productivity of departmental staff through repetitive call and email reduction**
- **Improvement in the student's online experience – consistently over 80% of questions asked online will receive the correct "One Right Answer"**
- **Control messaging with precise, consistent and managed answers – and customize the time of year / dates that information is offered**
- **Foothill College can access rich IntelliResponse reporting suite at any time to identify the performance of the system, key market trends and other information that may drive institutional actions**

Why Schools Are Selecting IntelliResponse

Improved Staff Efficiency

"Since we've started using IntelliResponse, the solution has handled over 1.5 million inquiries and we've seen an 85% reduction in emails. What used to take weeks for staff to answer questions, now takes 24 hours."

- **Marianne Schroeder,**
Assistant Registrar,
University of British
Columbia

Reduction of Emails and Phone Calls

"I'm very happy with IntelliResponse. It's superior to any other product on the market. Our phone call and email volumes have decreased by about 80% (in terms of repetitive inquiries) and people really seem to enjoy using it on our sites. In fact, we recently conducted some user testing and many people mentioned that they liked our Ask An Owl box. The staff at IntelliResponse are among the best I've worked with – both before and after the sale. As for reports, I only use a handful of the ones that you can run. That's one of the great features of the product: the robust reporting options."

- **Mary-Beth Kurilko,**
Asst Director of
Admissions,
Temple University

• **Industry Leader/Experience:** The origins of IntelliResponse began in Higher Education and servicing this market continues to be our primary focus today, with a customer base that is almost 90% Higher Ed institutions. With 200 Higher Education deployments, we have set the standard in knowledge base self-help and developed the critical experience to guide schools to a very successful implementation.

• **"One Right Answer":** With our patented solution, we focus on delivering the one right answer to the question – simple, precise and exactly what the web user wants! **IntelliResponse is the only company** that stands behind our promise to a quality experience – we **guarantee** that your constituents will get the **"One Right Answer" at least 80% of the time.**

• **Our Entire Focus:** Our entire business is dedicated to the IntelliResponse self-help knowledge base solution. 100% of our resources in areas of technical development, client services, sales and marketing are focused on evolving the IntelliResponse inquiry/response solution to meet the needs of our clientele.

• **Turnkey Professional Services:** There is tremendous value that institutions can realize by deploying a self-help knowledge base solution. However, for many schools it is often a challenge to allocate the resources to build and maintain a successful implementation. That is why we have a dedicated group of experts that will build and maintain the knowledge base for Foothill College, as well as provide complete project management and guidance on "Best Practices" to optimize your investment.

• **Quick time to Value:** Our turnkey professional services means that Foothill College will be able to realize the value of their investment quickly. With our QuikStart services, we guarantee a high quality live launch of the IntelliResponse solution within 45 days of project commencement!

• **Quick and Easy Scalability:** Our clients have implemented IntelliResponse to address many varying needs across the campus environment. Whether the need is for answering Student Services questions, Human Resource or Library questions, the solution can quickly and easily scale to accommodate the needs of our clients.

IntelliResponse is the *sole provider* of:

- a structured turnkey 45 day approach with a 45 day **go-live guarantee**
- a Patented technology that **understands natural language** – including **typos, slang and industry terminology**
- an **80% system performance guarantee** (80% of questions will get an instant answer from the knowledge base 60-days after implementation, with a 90-95% average if following best practices)
- **outsourced** knowledge base **maintenance** that minimizes resources needed to keep the performance and quality up
- the capability to implement **campus-wide** for any department (which means both short and longer term returns on the investment)
- a **"One Right Answer"** constituent interaction which means satisfied and engaged web users and much higher success rates for students trying to find the information they need
- a **"you may be interested in"** and a **"related information"** dropdown capability



Cuyahoga Community
University

[http://www.tri-
c.edu/Ask/Pages/default.aspx](http://www.tri-c.edu/Ask/Pages/default.aspx)

January 30, 2007 –

**IntelliResponse
granted Patent on
computerized
information search
and indexing
method by the US
Patent and
Trademark Office**

About IntelliResponse

IntelliResponse helps schools throughout North America rapidly become more efficient and effective in servicing and communicating with students, by implementing our fully hosted web site application and integrating to school web sites in 45 days or less. We provide a platform for your constituents (students, staff, parents and/or faculty) to ask questions and receive immediate and concise answers via your web site, 24 hours a day, 7 days a week.

Not only do we deliver the **One Right Answer** to the question immediately, but we continue to add value to the user experience by proactively delivering additional information about the institution, according to what is being asked.

We also believe the questions that your students are asking are effectively telling you about their needs. Our rich reporting suite captures each interaction and presents valuable reports that give institutions a very clear picture on the needs of your constituents.

The Result:

- Students and all other constituents receive outstanding 24 by 7 service – immediate, instant and specific answers to their questions;
- inquiry handling is migrated to the low cost web self-service channel, from high cost channels such as phone, email or face-to-face;
- delivery of consistent, accurate information every time;
- improved staff productivity gains/job satisfaction after the elimination of “routine” inquiry handling;
- dramatic reduction of repetitive emails, phone calls and chat inquiries;
- stronger business Intelligence/understanding of constituent needs; and
- increased enrollment/retention.

How We Do It...

The power of IntelliResponse technology lies in its advanced matching engine, which understands the many variations and combinations of questions that may be posed by your students, staff, parents and faculty; and can match them to the single, correct and approved answer in the IntelliResponse knowledgebase.

The patented IntelliResponse question-to-answer matching platform allows visitors to input full questions in plain language, and matches those questions to the “One Right Answer”, regardless of spelling or grammatical errors or even the use of acronyms.

The results are consistent, and impressive. Based on metrics gathered across multi-year installations with both private and public customers, IntelliResponse consistently delivers an average performance measure of 87%, meaning it consistently delivers that “One Right Answer” 87% of the time. For some clients, the IntelliResponse platform delivers performance results as high as 97%.

Through IntelliResponse reporting and analytics, data is tracked to constantly measure the exact volumes of queries to the school web site. Key data measures such as question volumes, question source, as well as geographic and demographic inputs are measured to provide an in-depth view of the overall health of our client’s online customer experience management capabilities.

The following screenshots illustrate several examples of user interfaces branded to fit the look and feel of our clients' web sites.

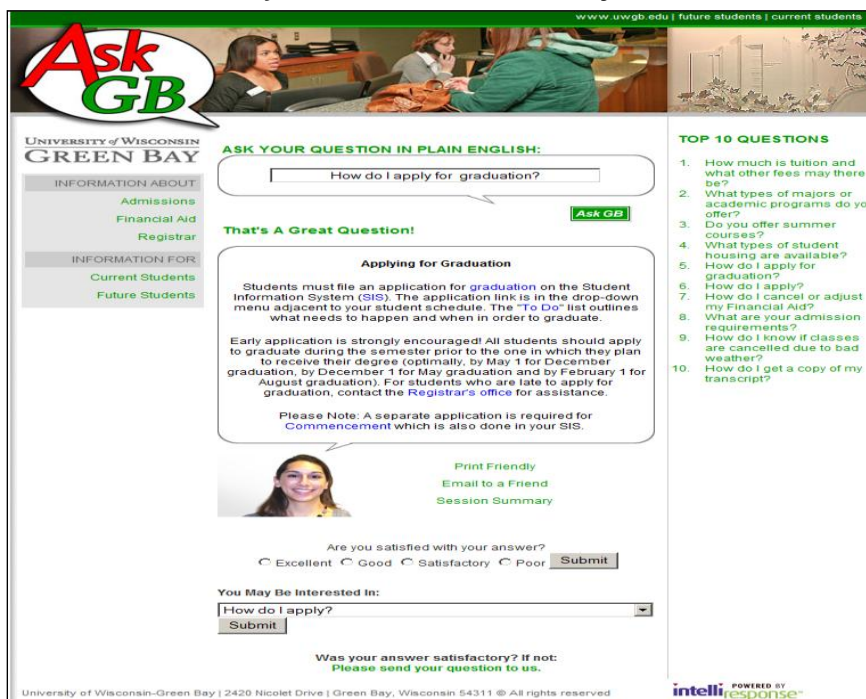
"It's completely self-explanatory to the user. Now, after six weeks, we've only had 52 questions escalated from the nearly 4500 total questions asked. We could have never kept up with this kind of volume without IntelliResponse."

—Steve McKellips,
Director of Admissions,
University of Wisconsin-Whitewater

"IntelliResponse has been a very effective tool for Mount Royal University. Prior to launching IR, we had experienced tremendous growth in the number of email inquiries in our Enrollment Services area. It had become difficult for staff to respond in a timely manner. The implementation of IR was very manageable and has resulted in a significant decline in the number of electronic inquiries requiring direct response from staff. Most importantly, service to students has improved, particularly in terms of the timeliness of responses to inquiries."

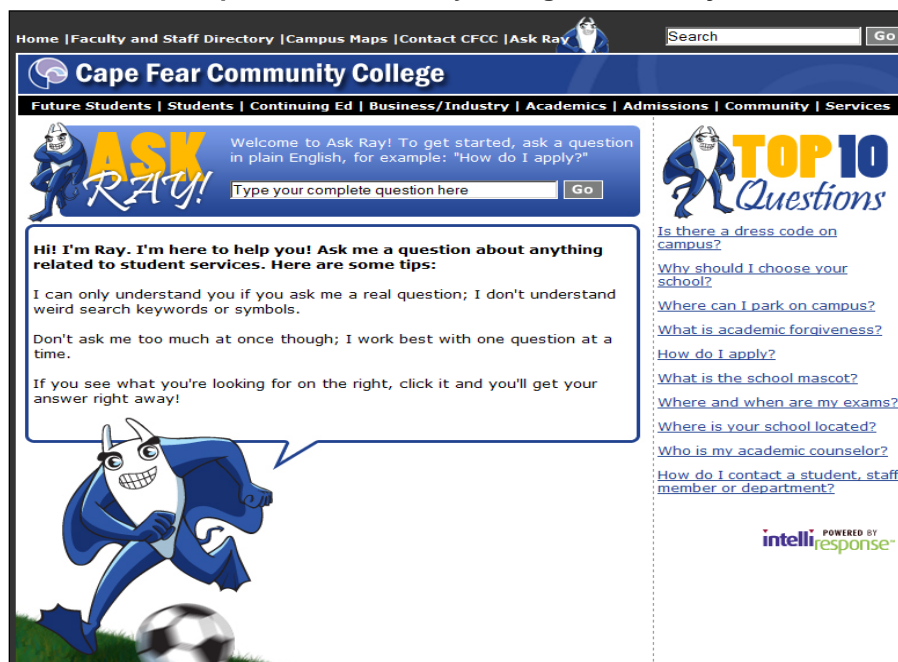
— Randy Paquette,
Director, Admissions and
Client Services, Mount
Royal University

University of Wisconsin – Green Bay "Ask GB"



[Click Here to Visit the Page](#)

Cape Fear Community College – "Ask Ray"



[Click Here to Visit the Page](#)

Consistent and Accurate Information Delivery

"The IR system improves the quality of our service by decreasing the average response time to questions and by providing consistent responses to questions, allowing our staff to intervene only in the exceptional cases."

— **Marcia Moore, Director of Admin. Computing, University of Charleston**

Capture and Optimization of Valuable Business Intelligence

"Yes, we are helping people get quick solutions to issues, but we are also using the information gleaned from interactions with students, faculty and staff to develop proactive strategies that go beyond that basic function."

— **Marc Cain, CIO, Cincinnati State University**

Customer Case Studies



Ranked among the 40 best universities in the world, The University of British Columbia (UBC) has over 45,000 students enrolled.

- 84% of all student questions answered with 1 right answer 24x7
- Over 2 million questions asked
- 85% reduction in email volumes, facilitating dramatic improvements in level and quality of live interactions by student services staff
- 25 headcount savings in future staff needs



Temple University is a comprehensive public research university with more than 34,000 students, and is the 6th largest provider of professional education in the United States.

- Answered nearly a quarter of a million questions since implementation two years ago
- Saved almost 20,000 hours of work for admissions staff - equates to about 6 full-time staff
- Capturing every question asked allows Temple University's various departments to offer optimal service and satisfaction



Cincinnati State Technical and Community College offers programs to nearly 14,000 students from the Tri-State and 49 countries.

- 98% of questions successfully answered
- Savings of 204 hours of work per month for the already busy staff.
- Guaranteed consistency of the responses and tone, something almost impossible to achieve over the telephone

Customer Focus: Athabasca University

"We used to get several hundred emails per day, many of which were asking the same or very similar questions. These escalation emails have been reduced to about a dozen per day on average from an average 750 daily queries the past year."

- **Jeff Overton,**
Registrarial Systems &
Technology, University of
Guelph

"More than 3300 inquiries in the first month, and launched in the middle of August with no publicity to students. They simply came to our web page and learned how to "Ask Away!" It's completely self-explanatory to the user. Now, after six weeks, we've only had 52 questions escalated from the nearly 4500 total questions asked. We could have never kept up with this kind of volume without IntelliResponse."

- **Steve McKellips,**
Director of Admissions,
University of
Wisconsin-Whitewater

In June 2007, Michael Shouldice, Head of the Information Centre at Athabasca University (a large online university with over 300 course offerings), presented a webinar that discussed their experience with IntelliResponse over the past few years. They brand their IntelliResponse deployment as "Ask AU." Below is a chart Michael prepared and presented. The phone, email and "Ask AU" are monthly stats comparing 2003 to 2007. They have exceeded 1 million IntelliResponse inquiries since launch.

Athabasca University IntelliResponse "Ask AU" Statistics

	March 2003 (1 month snapshot, 1 month after deployment)	March 2007 (1 month snapshot)	Change
Students	26,000	37,000	+42%
Phone	12,000	13,700	+ 14%
Email	4,416	410	-90%
AskAU (IntelliResponse)	9,281	24,853	+167%
Info Centre Staff	8 FTE	9 FTE	+12%

"The IntelliResponse service has delivered significant value to the University and its students. In the last 4 years our student population has increased by 42% to 37,000, and total queries have increased proportionally by 52%. However, using IntelliResponse we have been able to handle the dramatic increase in volumes by adding only 1 FTE (13% increase in staff) to our Info Centre. During this time, email volumes have gone down by 90% while self-help queries through IntelliResponse have almost tripled. Without IntelliResponse, I estimate that our staffing would have increased by about 50%, instead of the 13% actual. The IntelliResponse system paid for itself in future staff savings alone, but when the incremental value is considered it is a slam dunk."

Michael Shouldice, Coordinator - Information Centre, Athabasca University

The Results as reported by Athabasca University

- ✓ AskAU handles 64% of all student inquiries!
- ✓ 500% ROI (\$5 for every \$1 invested)
- ✓ 95%+ inquiries receiving One Right Answer
- ✓ Avoided spending \$150k on staffing
- ✓ Email reduction of 90%!

Launching IntelliResponse

"I would definitely recommend IntelliResponse to other post secondary institutions. A pain-free implementation."

- Marianne Schroeder,
University of British
Columbia

Universities very often have limited internal resources to allocate to new projects. Staff need to be trained and will then go through the typical learning curve for a new system. This problem is exacerbated during various busy cycles when staff struggles to handle the higher workloads of an academic year.

With our **QuikStart Implementation Services**, we provide an alternative. Highly qualified IntelliResponse consultants will manage, develop, test and implement the system with minimal use of FOOTHILL COLLEGE resources – **and will have each implementation ready to launch in 45 days from project commencement.**

We are a recognized expert in deploying these solutions. Having been involved in over 200 Higher Education implementations, our consultants have access to an extensive library of best practices, department specific knowledge bases, branding ideas and more.

Sample 45 Day Customized IntelliResponse QuikStart Project Plan

Project Task	Responsibility	Start Day	Due Day	Duration
Project Kick-Off at Management Level				
Hold QuikStart Project Kick-Off Meeting (PROJECT START)	Client/IR	1	1	1.5 hours
Knowledge Base Track				
Prepare Core Question List	Client	1	8	7 days
Complete & Submit Personalization Survey (if applicable)	Client	8	10	2 days
Submit Batch 1 of Answers (40%)	Client	10	17	7 days
Submit Batch 2 of Answers (40%)	Client	17	24	7 days
Submit Batch 3 of Answers (20%)	Client	24	28	4 days
Submit Relationships (Selective)	Client	28	31	3 days
Build Knowledge Base	IR	8	34	26 days
Focus Group Planning	Client/IR	17	35	18 days
Hold Focus Group Session(s)	Client	35	36	1+ hours
Improve Knowledge Base Using Focus Group Data	Client/IR	36	42	6 days
Integration Track				
Develop Branding & Decide on Placement	Client	1	13	12 days
Code UI Components - Client Side	Client	13	25	12 days
Complete Integration - IR Answer Page Functionality	Client or IR	25	37	12 days
Integration Testing	Client	37	44	7 days
Escalation Strategy Track				
Finalize & Set Up Escalation Strategy	Client/IR	1	31	30 days
Success Metrics Track				
Define Metrics to Track	Client/IR	1	21	20 days
Finalize Setup for Metrics Tracking / Reporting	Client/IR	21	41	20 days
IR Administrative Training (if / as applicable)				
Hold "Mini Trainings" - KB, Reports, Mail, etc.	Client/IR	31	45	14 days
Introduce Training Specialist / On-Site Planning	Client/IR	31	45	14 days
Launch				
Hold Pre-Launch Meeting	Client/IR	43	43	1 hour
Make Final Adjustments	Client/IR	43	45	2 day
Live Launch (PROJECT END)	Client/IR	45	45	1 hour
Post-Launch Optimization Period				
Improve Knowledge Base Using Live Launch Data	Client/IR	45	75	30 days
Build Additional Relationships	Client/IR	45	75	30 days
Implement Usability Enhancements	Client/IR	45	75	30 days
Transition to Long-Term Support	Client/IR	68	75	7 days
Full On-Site Training (if applicable)	Client/IR	68	75	7 days
Total Launch Time				45 days

"IntelliResponse is a fantastic product and phenomenally flexible. It's robust, full-featured and easy to use. We got it up and running in two weeks with no post-implementation surprises."

- Mary-Beth Kurilko, Asst
Director of Admissions,
Temple University

Maintaining IntelliResponse

"We were one of the first schools in the US to implement IntelliResponse. From the start of our discussions to the implementation of our system, the team from IntelliResponse provided great service. IntelliResponse is incredibly easy to use. A recent student survey showed that user satisfaction is very high."

- Mark Cain, CIO,
Cincinnati State
Technical and
Community University

"IntelliResponse is a very important component in our initiative to improve communication with prospective and current students. We have strategically placed the "Ask LLU" question box throughout our web site and featured it in all of our new print and digital marketing materials. Many students and staff have commented on how beneficial Ask LLU has been to them in getting answers to their questions."

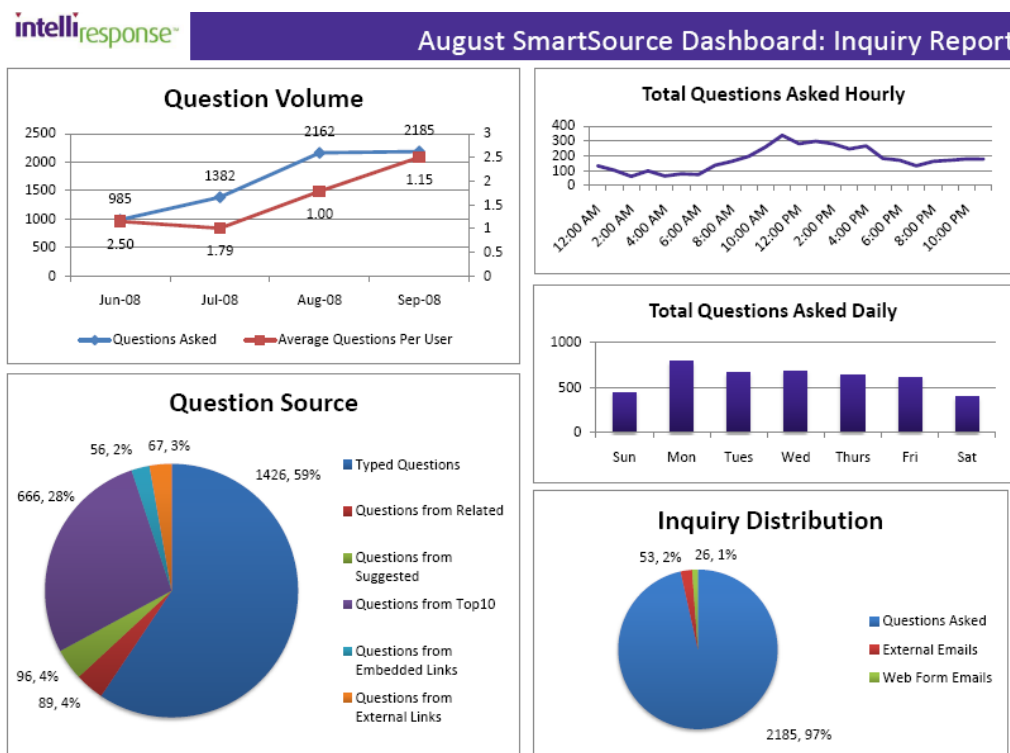
- Brian Harris, IT
Project Manager, Loma
Linda University

Some of the biggest benefits to IntelliResponse are institutional learning and content improvement. Without adequate staffing these key learnings are lost and not leveraged, and required content improvements also get delayed or ignored. Staff turnover and retirement can potentially exacerbate the problem. Left unchecked, these problems accumulate and lead to the same result – a system that no longer meets the needs of the school's most important constituents.

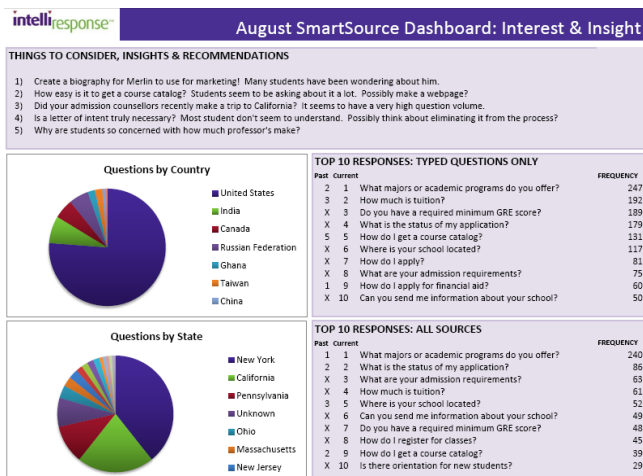
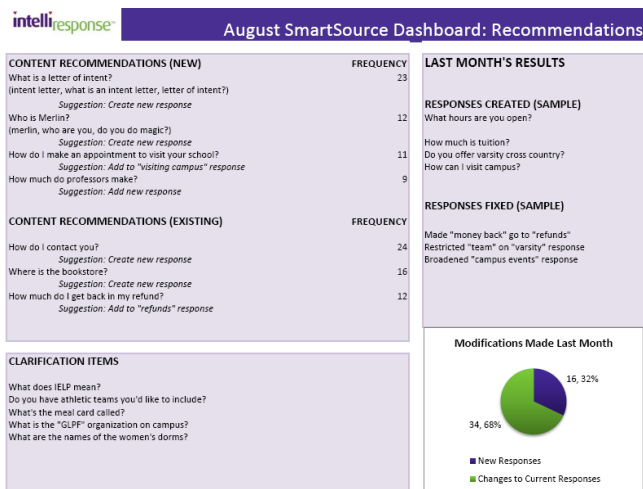
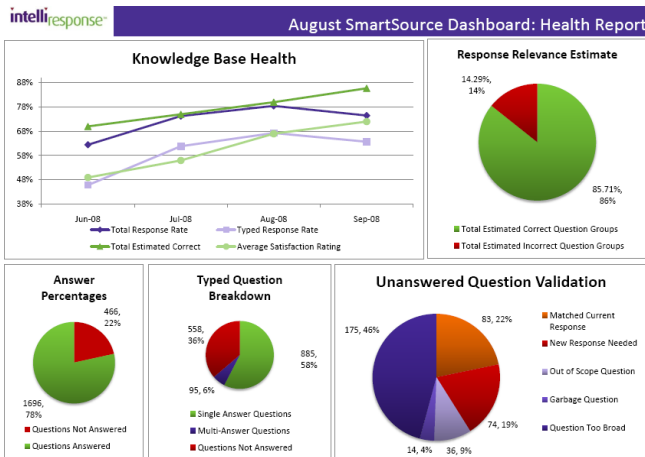
How the SmartSource Program Works

- IntelliResponse's sophisticated Response Quality software, supplemented by standard reports, identifies gaps and poor quality responses that require action.
- Trained knowledgebase consultants will review these gaps on a monthly basis.
- Following a well documented content management process, unanswered (and low quality responses) questions will be identified as requiring action.
- Foothill College provides approved content, and our consultants will fine-tune the knowledgebase on an ongoing basis to ensure that constituent questions are answered accurately and precisely.
- Standard and customized monthly reports are provided to school management that identify the performance of the system, and summarize changes that have been implemented to the knowledgebase.
- Monthly teleconference calls are held to review this information with management, and to discuss key actions that are to be taken.
- Experienced higher education consultants will review the system on a quarterly basis to understand and highlight key trends and information that may drive institutional learnings and actions.

Sample: SmartSource Dashboard

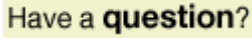
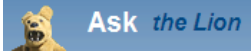










Sample Continued: SmartSource Dashboard



Sample Higher Education Projects

Higher Education Institutions of all types and sizes are deploying IntelliResponse as part of their key strategy to help people service themselves to information quickly and easily. Whatever the need, IntelliResponse can quickly and easily scale to meet that need. Below is a sample of some live IntelliResponse projects from a few of our Higher Education customers.

School Name	IntelliResponse Name	Sample URL
Harvard University		Extension School
Penn State University		Admissions: http://admissions.psu.edu/ Employee Relations: http://www.ohr.psu.edu/EmpRelations/home.cfm World Campus: http://www.worldcampus.psu.edu/Contact.shtml Student Aid: http://www.psu.edu/studentaid/ Employee Benefits: http://www.ohr.psu.edu/Benefits/benefits.htm Registrar: http://www.registrar.psu.edu/
Florida State College at Jacksonville		http://www.fscj.edu/mydegree/index.html
Sheridan College		Prospective Students, Current Students, Continuing Education, Student IT Support and Staff/Faculty IT Support: http://www1.sheridaninstitute.ca/
Tarrant County Community College District		Prospective and Current Students: http://www.tccd.edu/
Rio Salado College		Student Services: http://www.riosalado.edu/
University of Miami		Admissions: http://www.miami.edu/index.php/admission/
University of Wisconsin – Green Bay		Future Students: http://www.uwgb.edu/future/
The Ohio State University		http://undergrad.osu.edu/
Cuyahoga Community College		http://www.tri-c.edu/credit/Pages/Home.aspx

Note: Many of our customers also deploy IntelliResponse internally in Intranet environments. Due to privacy and security considerations we cannot provide links to these deployments.

Technical and Support Information

Since IntelliResponse is a completely outsourced solution, no Foothill College server space will be used or required. IntelliResponse is delivered in a very secure hosted ASP environment to scale implementations quickly and efficiently, requiring minimal technical resource commitment for Foothill College. Our hosting environment is SAS 70 and CICA 5190 compliant.

IntelliResponse has implemented a high availability environment for its hosted ASP. The configuration has no single point of failure and can be readily scaled to accommodate growth.

The following lists some of the key elements of security within our hosted environment:

Application Level

- https communication is done using a 128-bit SSL that we've purchased from trusted authority
- all administrative management requires authentication
- administrative accounts can be configurable in the following manner
 - ability to set account expiry threshold
 - ability to set number of failed login attempts
 - ability to immediately disable accounts
 - ability to set session times for accounts
- various levels of access controls within application

Server Environment

- all network traffic sent to our hosted production environment must go through our IBM managed firewall in Markham, Ontario
- facility monitored 24 by 7 by IBM security personnel
- 7x24x365 camera surveillance at server facility
- only authorized IntelliResponse staff have access to Tier 1 IBM Server facility
- Servers contained within cage/cabinet that are secured with electronic lock
- Servers can only be accessed by authorized IntelliResponse personnel with key and pass code

Support

IntelliResponse offers two levels of ongoing support for all of our clients:

- Application support personnel – who provide “how to” support to your IntelliResponse administrators (by phone or email), available during regular business hours (8AM-6PM ET)
- Technical support personnel – for technical issue resolution

Support calls are logged and tracked in our own in-house CRM system, which is monitored by upper IntelliResponse management on a regular basis. For any and all urgent issues, IntelliResponse staff is on call 24/7/365. Foothill College administrators will be provided with an emergency 1-800 number to contact our staff for mission critical support calls at any time of the day or year. The cost for these support levels is included in our annual hosting fee.

Investment Summary

Component	Details	Fee(s)
Annual License Fee	<ul style="list-style-type: none"> Unlimited inquiries; Hosting services through Tier 1 Hosting Provider*** (IBM); Firewall and security support; 24*7 emergency server support WAP/iPhone/Facebook/Blackboard Add-on's 	Hosting Fee's \$20,000/KB (ie: Enrollment Services)
QuikStart Implementation and Set-up (Professional Services)	<ul style="list-style-type: none"> Project management services including detailed scoping, implementation and performance reviews Design, build and test a knowledge base to meet the initial requirements of Foothill College 	\$10,000/KB One-time
SmartSource Management (Professional Services)	Frequent system monitoring and assume responsibility for the following: <ul style="list-style-type: none"> Provide/review reports with Foothill College regarding system performance and business intelligence Perform system performance improvements to the knowledge base, based on use of the system Provide Foothill College with recommendations for additional response content required to meet the needs of inquiries 	\$7,500/KB Year 1 \$7,500/KB Year 2+ (optional service)

Notes:

- Quotation valid for 90 days.
- All prices USD\$
- Contract term negotiable. Minimum term 3 years.

Contact Information

Andrew Brode
Customer Account Manager - Higher Education



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andrew.brode@intelliresponse.com
www.intelliresponse.com

Company Background

Founded in 2000, IntelliResponse's self-help knowledge base solution was originally developed and specifically designed to enhance service to students and increase staff productivity in the Higher Education market. IntelliResponse's self-help knowledge base solution was originally developed in conjunction with the University of Waterloo and McMaster University in Ontario, Canada.

As a direct result of their implementation of IntelliResponse, the University of Waterloo was awarded the *Gold Medal for the Best E-Innovation* of the Year by the Canadian Council for the Advancement of Education in 2002.

Leading US and Canadian Higher Education institutions have implemented the solution in over a hundred live applications across a variety of different campus environments including Student Recruitment, Registrar, eLearning, Human Resources, Alumni Services and IT Help Desk.

Today, with 200 implementations in the Higher Education market, IntelliResponse's self-help knowledge base solution has responded to over 30 million questions with a typical response delivery rate of 87 percent.

In addition to widespread adoption in the Higher Education market, the solution has been adopted at some of the World's largest commercial corporations including ING Direct, American Express, Johnson & Johnson (McNeil Consumer Healthcare), ScotiaBank, TD Bank, National Car Rental and Budget Truck Rental. Both ScotiaBank and TD Bank have received industry recognition in the area of web-based customer service, with IntelliResponse being a key factor contributing to this recognition.

Master Services Agreement

This Master Services Agreement (the "Agreement") is made as of December 6, 2010 (the "Effective Date") by and between IntelliResponse Systems Inc., an Ontario corporation, having its principal place of business at 425 Adelaide Street West, Suite 200, Toronto, ON M5V 3C1 ("IntelliResponse") and Foothill College, having its Main Campus at 12345 El Monte Road, Los Altos Hills, California, 94022 ("Client"). The parties hereto agree as follows:

1. Services. IntelliResponse will provide to Company the hosting and related services described in the "Services Schedule" (the "Services Schedule") and in the descriptions of Services (each, a "Services Description") attached to and forming part of this Agreement, and on the schedules, exhibits and addenda to this Agreement entered into by the parties from time to time (such hosting services, the "Hosting Services", and all services hereunder, the "Services"). IntelliResponse shall in all material respects perform the Services in accordance with this Agreement and in a timely, diligent and professional manner. Generally, each Services Description applies to a particular Service. The Services also include such other general professional services provided by IntelliResponse to Company as the parties may agree to from time to time. The Services are provided for Company's use, and for the use of its end users, and may not otherwise be sold, leased, sub-licensed, assigned or transferred to any other person or provided to any other person under an ASP or service bureau relationship. IntelliResponse may from time to time upgrade the Services including with service enhancements, additional functionalities, and otherwise.

2. Fees and Payments. Company agrees to pay the fees as set forth on the Services Schedule in accordance with the payment terms herein. All fees are non-refundable. Invoices for general professional services will be invoiced upon execution and payable as set forth in the applicable Services Description. A one and a half percent (1.5%) monthly service charge is payable on all overdue balances that are outstanding more than thirty (30) days after the date of the invoice. All fees are exclusive of, and Company is responsible for, applicable federal, state, provincial, or other sales, use, excise or other applicable taxes other than taxes on the net income of IntelliResponse. Company shall pay or reimburse IntelliResponse for any such taxes and IntelliResponse may add any such taxes to invoices submitted to Company by IntelliResponse. IntelliResponse shall be entitled to any costs of collecting any amount past due hereunder, including reasonable attorneys' fees.

3. Term and Termination. This Agreement will commence upon the Effective Date and continue until the date IntelliResponse's obligation to provide Hosting Services hereunder when (a) the expiration date stated on Services Description, or other document comprising the Services, executed by the parties (b) on the date IntelliResponse's obligation to provide Hosting Services hereunder is terminated in accordance with this Agreement. In addition to any rights of early termination set forth in the Services Schedule, either party may terminate this Agreement immediately upon written notice to the other party in the event other party has committed a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach. Non-payment of any amounts, or any delay of more than thirty (30) days of any payment due, shall constitute a material breach. If, after having been given ten (10) calendar days notice of a default in payment of any amount (or any interest thereon) when due Company has not cured such default, then IntelliResponse may, in addition to any other rights or remedies at law or under this Agreement, withhold (i) the provision of further Services. IntelliResponse may also terminate this Agreement, on not less than six (6) months written notice, if it determines to cease generally providing the Services.

4. Use of Brands. Each party may use the other party's name, trade name, trademarks and icons (collectively, the "Brands") solely (i) in connection with the Services provided hereunder and only for so long as this Agreement remains in effect and (ii) for certain marketing and promotional purposes as mutually agreed upon in writing by both parties. In the event that a party notifies the other party of any incorrect usage of its Brands, the notified party shall promptly correct such usage. All use of a party's Brands by the other party shall inure to the benefit of the party owning the Brands and such owning party shall be the sole party entitled to register its Brands.

5. Intellectual Property Rights. Subject to any limitations or restrictions set forth in this Agreement IntelliResponse grants to Company a limited, non-exclusive, non-transferable, non-sublicensable license to use and access respectively, for the term of this Agreement, for itself and its end users, and for the sole purpose of receiving the Services, the object code version of any software provided by IntelliResponse, and any software access to which is provided by IntelliResponse via the internet. All intellectual property rights created by IntelliResponse in the performance of the Services is, as between IntelliResponse and Company, the property of IntelliResponse, and all intellectual property in content provided by Company to IntelliResponse for the purpose of enabling IntelliResponse to provide the Services is, as between IntelliResponse and Company, the property of Company. Other than the rights expressly granted in this Agreement, each party retains all of its rights to its technologies, trade secrets, know how, and other intellectual property and proprietary rights, and no implied licenses are granted herein. Company agrees that it will not modify, decompile, disassemble or reverse engineer, or cause any other party to modify, decompile, disassemble or reverse engineer, IntelliResponse's software.

6. User Data; Privacy.

6.1 Each party shall employ reasonable commercial efforts to comply with all applicable privacy laws relating to its respective activities in connection with this Agreement.

6.2 "User Data" means personally identifiable information collected by IntelliResponse from Company's users in the course of fulfilling its obligations under this Agreement. Any User Data to be collected or used by IntelliResponse in the performance of this Agreement is acknowledged by the parties to be collected by it at the direction of Company and Company hereby appoints IntelliResponse as its agent for such purpose. Company shall ensure that that its collection and use of any User Data, including any collection and use that it directs IntelliResponse to perform under this Agreement, complies with all applicable privacy and other laws and regulations, and that it has any consents or permissions required to direct IntelliResponse to collect and use such User Data as contemplated in this Agreement. User Data is Company's property, and its Confidential Information under this Agreement. Company acknowledges that IntelliResponse can at the Company's election provide for the ability to store User Data in a manner that masks certain personally identifiable numeric data. IntelliResponse shall have no liability for any improper disclosure of User Data that Company has not requested be masked in such manner unless such disclosure is deliberate.

6.3 Notwithstanding any other provision of this Agreement, IntelliResponse shall have the right to use anonymized User Data that is not identifiable to any individual for its own business purposes. Such right shall survive any termination of this Agreement.

7. Service Level for Hosting Services. The Availability Time will be at least 98.5% of the Monthly Hours in each month (the “**Guaranteed Availability Time**”). For any month in which the Availability Time is less than the Guaranteed Availability Time, Company will be entitled to a credit calculated as follows:

$$\text{Credit} = [.985 - (\text{Availability Time} / \text{Monthly Hours})] \times [\text{\$ Annual Application Hosting Fee} / 12]$$

where:

“**Availability Time**” means, in the applicable month, the time, calculated in hours, during which the Hosting Services are accessible to Company and operational in accordance with the specifications set forth in this Agreement,

“**Excused Downtime**” means (i) such reasonable time as is necessary for system maintenance activities which will not exceed 2 hours per month for scheduled maintenance activities, and 4 hours for each major release upgrade, which will occur no more than 3 times per year, and (ii) any down time in the Hosting Services not caused, directly or indirectly, by IntelliResponse (for greater certainty, this includes any time during which the Hosting Services are not available due to force majeure or general internet disruption), and

“**Monthly Hours**” means the number of hours in a given month, calculated by: (i) multiplying 24 hours by the number of days in such month; and (ii) subtracting the hours of actual Excused Downtime in such month.

In order to claim any such credit, at the time of any claimed outage Company must report the outage in accordance with IntelliResponse's support procedures then in effect, and must claim such credit, in writing, within 30 days of the end of the month in respect of which it is due.

8. Upgrades. IntelliResponse shall give Company not less than 60 days prior notice of any planned release of an upgrade to the functionality provided in the Hosting Services (“Upgrades”). Company shall adopt any Upgrade by the date on which the next following Upgrade is released.

9. Confidential Information. IntelliResponse and Company understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, pricing, contractual terms, customer information, service records and other customer service information, marketing and business plans and technical information, and any other information that the receiving party reasonably should know is confidential (“Confidential Information”). Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence, shall use such Confidential Information only in connection with such party's exercise of its rights and performance of its obligations hereunder and shall not, without the prior written consent of the other party, disclose any of such other party's Confidential Information except (a) disclosure by the receiving party to its directors, officers, employees, agents and representatives on a need-to-know basis; (b) as may be required by law, applicable regulation or judicial process; and (c) to the extent such Confidential Information becomes publicly available without breach of the Agreement or becomes known to the receiving party from a source other than the disclosing party, other than by breach of a confidentiality obligation owed to the disclosing party; provided, however, that if the receiving party is required to disclose such Confidential Information by applicable law, regulation or legal process, the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. This Section shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosures. Each party shall as soon as reasonably practicable after the termination or expiry of this Agreement return to the other the Confidential Information of the other party or destroy any of the same remaining in its possession, except for information that is electronically archived for backup purposes, which shall be destroyed in the ordinary course according to the applicable archiving schedule.

10. No Other Warranties. The express warranties contained in this Agreement are the only warranties or promises concerning service level performance standards made by IntelliResponse to Company. IntelliResponse expressly disclaims and excludes any and all other representations, warranties and conditions of any kind or nature, express or implied, including, but not limited to, representations, warranties and conditions of merchantability, merchantable or satisfactory quality, performance, results, title and fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. IntelliResponse does not represent or warrant that (i) the Services will meet Company's requirements, (ii) the Services will be error-free or uninterrupted or (iii) that all programming errors can be corrected. Except for any service level credits expressly provided for in Section 7 of this Agreement, in the event of any breach of the warranties or service level performance obligations of IntelliResponse under this Agreement, IntelliResponse's sole and exclusive obligation with respect to such breach shall be to use commercially reasonable efforts to promptly correct such breach.

11. Limitation of Liability. IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, AGGRAVATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES FOR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR BOTH PARTIES. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTS OR OMISSIONS CAUSED BY THIRD PARTIES. IN NO EVENT SHALL INTELLIRESPONSE BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT IN EXCESS OF THE AMOUNTS INTELLIRESPONSE HAS BEEN PAID HEREUNDER UNDER THE SERVICES DESCRIPTION(S) TO WHICH THE CAUSE OR CLAIM RELATES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL INTELLIRESPONSE BE LIABLE TO COMPANY FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO ANY CONTENT OR INTELLECTUAL PROPERTY PROVIDED TO INTELLIRESPONSE BY OR ON BEHALF OF COMPANY.

12. Indemnity.

12.1 By IntelliResponse. Subject to Section 12.3 and to the limitations and disclaimers set forth in this Agreement, IntelliResponse shall (i) at its own expense defend Company, its officers, directors, employees and agents (the “Company Indemnified Parties”) against any third party

claim (a "claim") that the Services infringe any copyright or trademark, or patent registered as of the Effective Date, that is enforceable in the U.S. or Canada, and shall (ii) indemnify the Company Indemnified Parties from any damages, awards and expenses (including reasonable attorney's fees) from such a claim that are adjudicated by a court of competent jurisdiction and held to be valid, following the exhaustion of all appeals. This is IntelliResponse's entire liability, and Company's sole remedy, for third party claims of intellectual property infringement. IntelliResponse has no liability regarding any claim to the extent based on the following: (i) Company's modification of the Services other than in accordance with this Agreement; (ii) Company's combination, operation or use of the Services with other services or data that IntelliResponse did not provide; or (iii) anything Company provided to IntelliResponse which is incorporated into the Services; provided that in each case such infringement would not have occurred but for the matters described in clauses (i), (ii) or (iii).

12.2 By Company. Subject to Section 12.3, if a third party claims against IntelliResponse that Company's content or other intellectual property provided to IntelliResponse in connection with this Agreement infringes such third party's intellectual property rights, Company will defend, indemnify and hold IntelliResponse harmless from and against that claim at Company's expense and pay all costs, damages and reasonable attorney's fees finally awarded by a court of competent jurisdiction. Subject to Section 12.3 Company will also defend, indemnify and hold IntelliResponse harmless from and against any claim arising out of Company's use of the Services, other than a claim described in Section 12.1.

12.3 Procedure. The indemnification obligations hereunder are conditioned upon the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (ii) granting complete control of the defense to the indemnifying party; and (iii) reasonably cooperating with indemnifying party at the indemnifying party's expense. In the event that IntelliResponse determines a risk of an infringement, at IntelliResponse's option and expense, IntelliResponse may replace or modify the Services with substantially equivalent services or replacement services so that the Services are no longer infringing, or obtain for Company the right to continue using the Services. If IntelliResponse determines that fees for none of these alternatives are commercially reasonable, IntelliResponse may cancel the applicable Service and reimburse Company for any prepaid but unused Services as of the date of termination.

13. Force Majeure. The parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

14. Miscellaneous. All amounts in this Agreement are expressed in **USD**. This Agreement, together with all Services Descriptions and any schedules and addenda hereto, contains the entire agreement of the parties, and supersedes any and all previous agreements with respect to the subject matter hereof, whether oral or written. It may not be amended except in writing by an instrument signed by both parties. Unless the parties specifically agree, IntelliResponse hereby rejects any terms or conditions appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such other terms and conditions shall be void and of no force or effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by the Company without IntelliResponse's prior written consent, such consent not to be unreasonably withheld. IntelliResponse may assign this Agreement to any affiliate or to any party acquiring all or substantially all of the assets used in its business of which this Agreement forms a part. IntelliResponse may subcontract any Services to be performed hereunder without the consent of Company. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission, or acknowledged receipt of electronic mail. This Agreement will be governed by and construed in accordance with the laws of the State of California and the laws of the United States of America applicable in California and will be treated, in all respects, as a California contract, and exclusive venue shall be in the courts of the State of California, to which each of the parties hereby attorns. Neither party shall without the other party's prior written consent solicit for hire any of the other party's employees who are directly involved in the provision or receipt of the Services during the time such personnel are involved providing or receiving the Services and for twelve (12) months thereafter. This provision shall not restrict the right of either party (1) to solicit or recruit generally in the media, and (2) to hire, without the prior written consent of the other party, any personnel of the other party who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Sections 5 (except for the first sentence), 8, 10, 11 and 12 shall survive the expiration or the termination for any reason of this Agreement. The parties to this Agreement have required that this Agreement and all deeds, documents and notices relating to this Agreement, be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date.

Foothill College:

IntelliResponse Systems Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICES SCHEDULE #1 – Foothill College

This Services Schedule forms part of the Master Services Agreement ("MSA") made as of December 6, 2010 (the "Effective Date") by and between IntelliResponse Systems Inc. ("IntelliResponse") and **Foothill College** ("Client"). Terms used and not defined in this document have the meanings given to them in the MSA. This Services Schedule describes the Services that IntelliResponse and Client have agreed are to be provided under the MSA, and the pricing and term applicable to those Services.

1. Scope of Services

- i. Hosting Services for a 3 year term for Student Services
- ii. Professional Services
 - a. QuikStart – onetime pre-launch service to build knowledgebase(s) required to deploy the Hosting Service
 - b. SmartSource – monthly post-launch knowledgebase maintenance service for 1 year term

2. Hosting Services

Scope of Contracted Services	Services Description	Annual Application Hosting Fee
<u>Website Questions ("IR Web")</u> The Service will be deployed on the following web/mobile properties with unlimited question and answer volume: http://www.foothill.edu/ WAP Mobile Application Facebook Application iPhone Application Blackboard Integration	a. Question box GUI on web/WAP, Mobile/Facebook, including: <ul style="list-style-type: none"> i. Unlimited Customized answer knowledge base data repository; ii. Administration and configuration; iii. Question matching and criteria development; iv. Reporting and analysis; v. Standard IR application upgrades, up to 3 per year. b. Hosting services, including: <ul style="list-style-type: none"> i. Firewall and security support; and ii. Tier 1 hosting, security, outgoing mail service; c. Data storage – All data (questions asked , volumes, etc.) will be archived and available to IntelliResponse Reporting for 24 months:	Year 1 - \$20,000 Year 2 - \$20,000 Year 3 - \$20,000
	d. Regular data backups, including: <ul style="list-style-type: none"> i. Regular access to servers by personnel; ii. Use of SMTP Mail relay servers; e. Support Services, including: <ul style="list-style-type: none"> i. Application support Monday – Friday from 9.00 a.m. to 5:00 p.m., Eastern Time; ii. Emergency support 24 hours per day, 7 days per week; 	

Term: 3 year(s) from Effective Date.

Termination: Termination rights are as described in the MSA.

Renewal: On the end of the Term, this Service will be automatically renewed for 12 months unless written notice of termination or change of usage is given by either party not less than 60 days before end of term.

Payment: Payment for the Initial Term is due on January 15, 2011. Subsequent Terms are billed 30 days prior to the Anniversary date of December 6, and are due Net 30 Days.

Notes: The WAP, iPhone, Facebook and Blackboard (if applicable) add-on's will be included, and implemented at the discretion of the College. _____

Amendments:
(note dates)

3. QuikStart Professional Services

Scope of contracted services	Services Description	One Time Service Fee
<u>Pre-Launch Service</u> Design, build, test, and deploy the following unique knowledgebases to support the Hosted Services: 1. Student Services Language – English only	The QuikStart Services for the answer Knowledgebase described in scope will include: a. Single knowledgebase for Student Services b. Offsite project management services including detailed scoping, implementation and performance reviews c. Design, build and test the knowledgebase to meet the initial requirements based on approved content (initial question and answer base content) provided by Client d. Joint development and implementation of business value measurements and performance metrics used to evaluate impact and benefits of Services e. Offsite consultation with Client web design personnel to integrate IntelliResponse into Client Internet website. f. Integration and testing of same interface g. Fine-tuning and testing the knowledgebase after the focus group feedback h. Client's responsibilities are limited to providing approved response content to IntelliResponse personnel to enhance Client's knowledge base, access to internal staff for focus group testing and integration into Client's website i. Standard question limit of up to 350 core questions for each QuikStart Package to ensure effectiveness	\$7,500

Term: 3 month. The service has been successfully delivered when the customer has accepted the knowledgebase and is made available to the Hosted Service.

Project Start Date December 6, 2010

Termination: None.

Renewal: One time service. No renewal.

Payment: Payment is due in full on January 15, 2011.

Other: _____

Amendments: _____
(note amendment dates) _____

2. SmartSource Professional Services

Scope of contracted services	Services Description	Service Fee for Initial 1 Year Term
<u>Post-Launch Service</u> Monitor, support and maintain knowledgebase initially deployed by QuikStart.	The SmartSource Services include the following: a. Remote review of reports with client regarding system performance and business intelligence; b. System performance improvements to the knowledge base based on use of the system; c. Providing client with recommendations for additional response content required to meet the needs of inquiries; and	\$7,500 Year 1 \$7,500 Year 2+

	d. Joint analysis with client of performance measurements and business value metrics to be tracked and reported.	
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Term: 1 year

Start Date December 6, 2010

Termination: May be terminated at end of Initial Term.

Renewal: Optional renewal at end of Initial Term, concurrently with renewal of Hosting Services. Pricing for such renewal will be provided by IntelliResponse at time of renewal. If Client does not renew SmartSource Service, Client will be responsible to provide all services listed previously provided by IntelliResponse.

Payment: Payment for the Initial Term is due in full on January 15, 2010. Subsequent Terms are billed 30 days prior to the Anniversary of December 6, and are due Net 30 Days.

Other: _____

Amendments: _____
 (note _____
 amendment _____
 dates) _____

3. **Service and Payment Summary**

Contracted Service	Fee	Payment Due Date	Term	Recurring or One time
Hosting Services	\$20,000	January 15, 2011	3 year	Recurring
QuikStart (pre-launch)	\$7,500	January 15, 2011	3 month	One time
SmartSource (post launch)	\$7,500 Year 1 \$7,500 Year 2+ (optional)	January 15, 2011	1 year	Optional renewal at end of each 1 year term

Optional Future Services

Prices are in effect for 90 days from Effective Date, and are subject to change based on market conditions thereafter.

4. **Training Services (optional)**

Scope of contracted services	Services Description	Service Fee for Training Services
Optional Service 2 day training class onsite at Client to train up to 8 Administrators to be able to independently support the Services without the need for IntelliResponse.	The Training Services include the following: a. Best practices for creation of knowledgebases: b. Knowledgebase structure, components, dependencies: c. Creating criteria to allow questions to be matched to answers: d. Reporting, analytics, administration	\$3,000, plus all travel and living expenses.

Term: 2 days.

Start Date Scheduled when required.

Payment: Invoiced on completion of the service, and is due Net 30 Days.

5. Other Professional Services (optional)

Scope of contracted services	Services Description	Daily Rates for Other Services
<u>Optional Service</u> Per diem based professional services.	Web design and development	\$ 1,500
	Project Management	\$ 1,500
	Senior Knowledgebase Analyst	\$ 1,250
	Content Knowledgebase or Criteria Analyst	\$1,000

Term: As required. Minimum commitment is 1 day.

Start Date: Scheduled when required.

Payment: Invoiced on completion of the service, and is due Net 30 Days.

Notices:

Name(s)/Title(s): Patricia Hyland, Dean, Student Affairs & Activities
Denise Swett, Associate Vice President

Address: 12345 El Monte Road
Los Altos Hills, CA
94022

Phone: (650) 949-7389/ (650) 949-6952
Fax: (650) 949-7072/ (650) 949-6979

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date.

Foothill College:

IntelliResponse Systems Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Introduction

This document outlines the core client roles and responsibilities for an IntelliResponse QuikStart project, including skills/assets and level of effort estimates for each role. It also includes a summary of roles and responsibilities on the IntelliResponse side.

It is important to note that the physical team structure varies considerably from client to client and/or project to project; for example, one client project may have a Content Team consisting of 6 or more members, whereas another may have both the Project Manager *and* Content Manager responsibilities fulfilled by a single individual. This being said, the total level of effort estimates generally apply whether effort is spread out among many individuals, or invested by a single person or two.

Also note that if two (or more) QuikStart projects are taking place in tandem, the client can expect effort to increase for each role, but it will not necessarily double (or triple, etc.). Factors such as Knowledge Base question sharing, application of common branding and cross-project meetings can reduce the effort in a tandem project.

Client Roles and Responsibilities

1) Project Sponsor

Role: To actively support and promote the IntelliResponse project at the client's company/organization and provide liaison with other departments that might benefit from IntelliResponse.

Level of Effort: Generally speaking, level of effort for the Project Sponsor is low following the kick-off meeting, but this depends on the organization and how much liaising is desired.

2) Project Manager

Role: To manage the project from the client's perspective, ensuring that client roles and responsibilities are assigned and timelines are met. This is the IntelliResponse Project Manager's primary contact for project implementation.

Specific Skills and Assets: Previous project management experience is an asset, but not mandatory, as the IntelliResponse Project Manager will assume core project management responsibilities and provide abundant guidance.

Level of Effort: The Project Manager should expect to invest approximately 20 to 40 hours for a single QuikStart project. He/she will attend all key meetings, monitor project status, manage the client project team, communicate with the IntelliResponse project manager and possibly participate in focus group planning/execution.

3) Content Manager/Content Team

Role: To build the IntelliResponse Knowledge Base of questions, answers and related information.

Specific Skills and Assets: Strong writing and editing abilities; knowledge of where key information is located at the client's company/institution; awareness of questions which are frequently asked by constituents and how they are phrased (acronyms, slang, etc.)

Level of Effort: The Content Team should expect to spend about 12 to 15 person days of effort to complete an average (200 to 300 question) Knowledge Base. Team members will attend the content kick-off meeting, prepare questions, submit answers, approve content, provide relationships between questions, review new content recommendations and possibly participate in focus group planning/execution.

4) Marketing Manager/Marketing Team

Role: To develop and approve IntelliResponse branding, to implement a plan to promote IntelliResponse and to confirm the new methodology of how email will be handled.

Specific Skills and Assets: Power to make decisions regarding web site "real estate", look & feel and escalation strategy; experience with mockups/wireframes; power to execute promotional initiatives

Level of Effort: This varies considerably, depending on the structure and needs of the company/organization. Generally speaking, the Marketing Team should allot at least 20 to 30 hours for branding, promotion and email strategy.

5) Technology Manager/Technology Team

Role: To build and test the IntelliResponse question box and answer page to the specifications set out by the Marketing Team.

Specific Skills and Assets: Working experience with HTML, CSS and (if applicable) additional web technologies used on your site; an understanding of Web Services for a non-traditional integration (see below).

Level of Effort: The effort required in this area is dependent on whether the client opts to roll out an *traditional implementation* (i.e., where IntelliResponse hosts the answer page) or a *Web Services implementation* (i.e., where the client hosts the answer page, building components from the ground up and consuming IntelliResponse data via Web Services). A traditional implementation requires about 1 to 3 days of person effort, whereas a Web Services implementation requires about 5 to 10 days of person effort.

IntelliResponse Roles and Responsibilities

1) Account Owner

Role: To help the client manage additional implementations and contract details.

2) Project Manager

Role: To manage the project from kickoff to the end of the post-launch optimization period, ensuring that all IntelliResponse-owned tasks are effectively completed on time, and to consult with the client's team on how best to utilize the IntelliResponse technology to meet their business needs. He/she also provides feedback to help the client stay on track throughout the project, and is available to host demos showcasing IntelliResponse's administrative features. The IntelliResponse Project Manager serves as the main point of client contact throughout the QuikStart Project.

Specific Skills and Assets: Strong background and experience with IntelliResponse technology; project management skills and experience; high-level understanding of underlying technologies (HTML, JavaScript, Java / JSP, CSS, Web Services, SQL Server database, other); strong verbal and written communication skills; ability to be creative and effectively apply best practices learned from previous implementations to new client projects.

3) Web Development Specialist

Role: To complete (and adjust) client web integrations for those clients who wish to utilize the IR-hosted integration method.

Specific Skills and Assets: Very strong in the following specific web development technologies: JSP, HTML, JavaScript, CSS, Web Services and Apache/Tomcat.

4) Knowledge Base Analyst

Role: To build and maintain a healthy, high-performing IntelliResponse knowledge base and to create valuable reports for the client containing new content opportunities and other insights based on analysis of underlying questions asked.

Specific Skills and Assets: Experts at building and maintaining knowledge base criteria, IntelliResponse's patented technology for matching natural language questions with the one right answer; day to day experience using the IntelliResponse administrative features; well versed in reporting tools to facilitate analysis reports; strong communication skills (verbal and written); strong analytical skills

5) Technical Support Team

Role: To be involved in key client meetings / research of a technical nature (on a per-need basis) and to monitor and maintain the IntelliResponse server infrastructure to insure that it remains available and healthy.

Specific Skills and Assets: Expert understanding of IntelliResponse server infrastructure (hardware and software); effective trouble-shooting skills; strong knowledge of IntelliResponse web technologies (Java, JSP, HTML, JavaScript, CSS, Web Services, SQL Server database, other); strong communication skills (verbal and written)

6) Trainer

Role: To train clients who have not opted for the IntelliResponse SmartSource service on maintaining their own IntelliResponse implementations.

Specific Skills and Assets: Expert at criteria, as well as understanding and utilizing the IntelliResponse administrative features; strong communication and teaching skills.