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APPENDIX NO. 365-1

ORDER FORM

Order Form Pursuant to Master Agreement

This Order Form (“Order Form”) is entered into by **SunGard Public Sector Inc.** (“We,” “Us” and “Our”) and **School Board of Clay County, FL** (“You” and “Your”), as of its Execution Date, which is the latest date set forth below each parties’ signature, and is made pursuant to the Master Software License, Maintenance and Services Agreement between the parties, having an Execution Date of even date herewith (the “Master Agreement”). All of the terms of the Master Agreement are included in this Order Form; and if any provision of this Order Form conflicts with any provision of the Master Agreement, the terms of this Order Form will be controlling. To the extent this Order Form refers to any functionality that is not, as of the Execution Date, included in the Software, (“Future Functionality”), then such references to Future Functionality may not constitute a commitment on the part of Us to develop or to deliver to You any such Future Functionality unless and until agreed to by the parties in writing.

The Exhibits attached to this Order Form are hereby made a part of this Order Form and are incorporated into the Order Form by reference.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. Software (Perpetual License)
 - i. BusinessPLUS
2. Third Party Software (Perpetual License)
3. Professional Services
 - i. BusinessPLUS
 - ii. Third Party
4. Managed Services
 - i. Application Hosting
5. Hardware Components
6. System Requirements
 - i. BusinessPLUS
7. Regulatory Reporting
8. Travel and Living Expenses (Estimated)
9. Pricing Notes

EXHIBIT C: MANAGED SERVICES

1. Application Hosting (Perpetual License)
 - i. BusinessPLUS

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

1. General
2. Client Project Position Descriptions
3. Project Escalation Procedures

EXHIBIT E: MAINTENANCE AND SUPPORT

1. Software (Perpetual License)
2. Equipment
 - i. Hardware and System Software (Perpetual License)

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EXHIBIT F: DATA PROTECTION ANNEX

EXHIBIT G: COGNOS SOFTWARE SUPPLEMENT

EXHIBIT H: PAY AGENT SUPPLEMENT

EXHIBIT I: MILESTONE PAYMENT SCHEDULE

EXHIBIT J: FUNCTIONAL REQUIREMENTS CHECKLIST

School Board of Clay County, FL

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT _____

PRINT NAME: Adam R. Eberle

PRINT _____

PRINT TITLE: Chief Commercial Officer

DATE SIGNED: _____

DATE SIGNED: _____

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EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES OVER THE NEXT FIVE YEARS

1	Software (Perpetual License) (refer to Exhibit B)	\$358,089
	25% Billable upon Execution Date and due upon receipt of invoice 65% Due 90 days after Execution Date 10% Due June 30, 2016	
2	Third party Software (Perpetual License) (refer to Exhibit B)	13,879
	25% Billable upon Execution Date and due upon receipt of invoice 75% Due 90 days after Execution Date	
3	Professional Services* (Payments will be made in intervals based upon milestones achieved as indicated in Exhibit H-refer to Exhibit B)	744,838
4	Managed Services Year 1 (Initial Fee of \$10,000 due upon invoice and fee otherwise due monthly - refer to Exhibit B)	110,920
5	Hardware Components (Due upon receipt of invoice - refer to Exhibit B) Including Installation and Integration	6,490
6.	Travel and Living Expenses (estimated – Due monthly as incurred)	237,489
	Perpetual Software Maintenance billed annually (1)	384,486
	Third party Perpetual Software Maintenance billed annually (2)	49,696
	Managed Services billed monthly (Hosting Yrs 2-5) (3)	434,878
	TOTAL COST FOR FIVE YEARS	2,340,765

*Optional implementation support is available in the amount of \$115,200 but not included in the total above.

1	PERPETUAL SOFTWARE MAINTENANCE Year 2 \$91,903, Year 3 \$94,660, Year 4 \$97,499, Year 5 \$100,424
2	THIRD PARTY PERPETUAL SOFTWARE MAINTENANCE Year 2 \$11,879, Year 3 \$12,235, Year 4 \$12,602, Year 5 \$12,980
3	MANAGED SERVICES (HOSTING) Year 2 \$103,948, Year 3 \$107,066, Year 4 \$110,278, Year 5 \$113,586

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Note: The escrow fee is not included in the Payment Schedule. Escrow agreements are negotiated separately and the fee is paid directly to the escrow company. SunGard K-12 Education will be responsible for paying the escrow fee to the escrow company in order for the School Board of Clay County to become a Preferred Beneficiary.

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EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

BusinessPLUS		Software	
Applications	License Fee	2nd Year Maintenance	
Financial Applications			
General Ledger	\$27,416	\$7,108	
Job/Project Ledger	10,966	2,843	
Budgeting (Includes Budget Item Detail & Position Budgeting)	15,352	3,980	
Accounts Payable with Bank Reconciliation	15,352	3,980	
Accounts Receivable/Cash Receipts	10,966	2,843	
Purchasing	15,352	3,980	
PunchOut	10,966	2,843	
Bid Online (Includes Bid & Quote Management)	14,003	3,630	
Vendor Online	10,966	2,843	
Contract Management	10,966	2,843	
Fixed Assets	10,966	2,843	
Stores Inventory (Warehouse)	10,966	2,843	
Grants Management	10,966	2,843	
Work Order Management	10,966	2,843	
Human Resources and Payroll Applications			
Payroll	19,148	4,964	
Human Resources	19,148	4,964	
Employee Online	10,966	2,843	
SubTracker	7,086	1,837	
Professional Development	10,966	2,843	
Recruitment	24,324	6,306	
Tools			
Dashboard	Included	Included	
Workflow and Security	Included	Included	
Click, Drag and Drill (unlimited report-only users)	17,841	4,625	
Easy Laser Forms	4,217	1,093	
Documents Online	10,966	2,843	
Other			
Regulatory Reporting	47,258	11,320	
Subtotal Proposed Applications:		\$358,089	\$91,903

BusinessPLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 3 Includes Budget Item Detail and Position Budgeting.
- 4 Includes Bank Reconciliation. One bank tape format is included. If additional bank tape formats are required, additional fees may apply at our then current rate.
- 5 Includes Cash Receipts.
- 6 PunchOut currently interfaces with several vendors: School Specialty, Staples, Grainger, Office Max, Office Depot, Dell, School Health Corporation and KCDA. If you are working with a vendor that has not been verified by SunGard K-12 Education or you have a unique interpretation of cXML, plan on 4-8 hours of development for each vendor which will be charged at our then current rate.

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- 7 Bid Online requires client to obtain a license for either the 5-digit NIGP or the 8-digit UNSPSC commodity code set (www.unspsc.org) for an additional fee.
- 8 Recruitment, Professional Development, Vendor Online and Bid Online require the Documents Online module to be installed and operational.
- 9 For security purposes, a Windows server (for an additional fee) running Windows and IIS inside the DMZ is required, utilizing SSL certificates for encryption.
- 10 Includes Bid & Quote Management.
- 13 Recruitment comes with 1 standard Posting Requisition/Approval WorkFlow model and 5 notifications. Should you need any custom WorkFlow models and you need services from SunGard these will be billed on a time and materials basis at current rates. Installation and configuration for the optional 3rd party interface to Gallup Teacher Insight requires 2 additional days of technical assistance @ \$1500 per day.
- 14 The BusinessPLUS Dashboard includes a set of standard charts. If the client wishes to create their own charts for inclusion in the Dashboard, a .NET development tool called "Xceed Chart for .NET" would need to be ordered from the xceedsoft.com website for an additional fee.
- 14 Includes seven standard workflow templates, which are configured during the implementation based on client business process and approval roles. Financials: Purchasing, Stores/Warehouse Inventory and Accounts Payable; Human Resources and Payroll: New Hire, License/Certification, Timecard and Termination.
- 15 Easy Laser Forms (ELF) includes the following forms from the Sample Forms Guide. If the District opts for forms outside of the Sample Forms Guide, additional fees will apply at our then current rate. Standard forms included are: 1-Purchase Order Form 1-AP Check 1-AR Invoice 1-AR Statement 1-Payroll Check 1-EFT (Direct Deposit) Stub
- 18 Please see attachment for Regulatory Reporting.

Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees are subject to annual escalation not to exceed three percent (3%) and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

2. THIRD PARTY SOFTWARE (Perpetual License)

Third Party			Software	
(1)	Reseller	User Count	License Fee	2nd Year Maintenance
IBM Cognos 10 Bundle				
(2)	BusinessPLUS	N/A	13,879	11,879
Subtotal Proposed Applications:			\$13,879	\$11,879

Third Party Footnotes:

1 First year maintenance and support included at no additional cost.

IBM Cognos

2 Includes one BI Analytics Administrator and Unlimited BI Analytics Users. Requires a dedicated Cognos server.

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3. PROFESSIONAL SERVICES

BusinessPLUS		Professional Services	
OnTrack Consulting and Training	Consulting Days	Training Days	Price
Financial Applications			
General Ledger	9.00	14.50	\$30,080
Job/Project Ledger	1.00	1.50	3,200
Budgeting (Includes Budget Item Detail & Budget Control)	6.00	11.00	21,760
Accounts Payable with Bank Reconciliation	4.00	7.50	14,720
Accounts Receivable/Cash Receipts	3.00	4.50	9,600
Purchasing	4.00	7.00	14,080
PunchOut	1.50	0.50	2,560
Bid Online (Includes Bid & Quote Management)	7.50	1.50	11,520
Vendor Online	3.50	1.00	5,760
Contract Management	3.00	1.50	5,760
Fixed Assets	1.50	4.00	7,040
Stores Inventory (Warehouse)	2.50	4.00	8,320
Grants Management	6.00	1.50	9,600
Work Order Management	3.00	1.50	5,760
Human Resources and Payroll Applications			
Payroll	18.00	25.50	55,680
Human Resources	8.50	25.50	43,520
Employee Online	-	7.00	8,960
SubTracker	3.00	-	3,840
Professional Development	3.00	1.50	5,760
Recruitment	-	9.00	11,520
Tools			
Dashboard	-	-	-
Workflow and Security	5.00	9.50	18,560
Click, Drag and Drill (unlimited report-on)	6.00	12.00	23,040
Documents Online	-	2.50	3,200
Other			
Regulatory Reporting	-	3.00	3,840
Subtotal Proposed Services:	99.00	157.00	\$327,680

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Value Added Services	Days	Price	2nd Year Maintenance
Project Manager (part-time)	112.00	179,200	N/A
Task/Configuration Days*	26.50	39,750	N/A
Reserve Days	6.00	7,680	N/A
Additional Consulting (15 days GL/CF, 15 Days HR/PY)	30.00	38,400	N/A
Business Process Review (GL/CF, HR/PY)	12.67	20,268	N/A
Additional Report and Workflow Creation	30.00	38,400	N/A
Additional Forms Setup and Reserve Days	35.00	52,500	N/A
Optional Implementation Support	Optional	90.00	115,200
Subtotal Proposed Services:	252.17	\$376,198	-
Subtotal Optional Services:	90.00	115,200	-

Note: For the Optional Services noted above, Client must exercise this option in writing to SunGard K-12 Education within twenty-four (24) months of Execution Date; if Client wishes to exercise this option subsequent to twenty-four (24) months after Execution Date, SunGard K-12 Education's then current rates shall apply.

OnTrack Conversions	Method	Price
General Ledger Transactions and Budgets - Summary Only	Conversion Program	\$8,960
Budgeting Historical budget detail records	Conversion Program	3,840
Accounts Payable with Bank Reconciliation History - Paid and Unpaid balances History of Balances for 1099 and bank reconciliation purposes	Conversion Program	2,560
Accounts Receivable/Cash Receipts History - Customer balances	Conversion Program	1,280
Purchasing Open Purchase Orders	Conversion Program	1,280
Fixed Assets Existing Fixed Assets Depreciation Current Value	Conversion Program	1,280
Stores Inventory (Warehouse) History of Inventory Product Information	Conversion Program	2,560
Vendors and Customers Person Entity	Conversion Program	2,560
Payroll Payroll History Information Pay Assignments EFT Information	Conversion Program	3,840
Human Resources Employee Master - Demographic Information Benefit Assignments	Conversion Program	2,560
Subtotal Proposed Services:		\$30,720

TOTAL BusinessPLUS Proposed Services:	\$734,598
TOTAL BusinessPLUS Optional Services:	\$115,200

Third Party		Professional Services	
Reseller	Training Days	Price	
IBM Cognos 10			
BusinessPLUS	8.00	\$10,240	
TOTAL Third Party and Pay Agency Proposed Services:		8.00	\$10,240

TOTAL PROPOSED PROFESSIONAL SERVICES:	\$744,838
TOTAL OPTIONAL PROFESSIONAL SERVICES:	\$115,200

4. MANAGED SERVICES

Application Hosting		Managed Services	
Applications	Initial Fee	Monthly Fee	
BusinessPLUS	10,000	8,410	
TOTAL Proposed Services:		\$10,000	\$8,410

Application Hosting shall continue for one (1) year from the Commencement Date ("Term") at the fee indicated above and is subject to increase thereafter at an amount not to exceed three percent (3%). Application Hosting may be optionally renewed by Client on a month-to-month basis. During the aforementioned Term and upon thirty (30) days' notice to SunGard K-12 Education, Client may optionally choose to take delivery of the Software as listed in Exhibit B for operation and usage of the Software at Client's location. Should Client choose this option, no penalties or cancellation charges shall apply with respect to this Order Form.

5. HARDWARE COMPONENTS

Hardware Components			
(1)	Specialty Items	Quantity/ User Count	2nd Year Maintenance
	Financial Software		
(3)	BMI Barcoding: AssetTrak Kit	Unlimited	495
TOTAL Proposed Specialty Hardware Components:		\$6,490	\$495

Specialty Items Footnotes

- 1 The products listed in this section are pay agents.
- 3 For Fixed Asset barcode scanning, The AssetTrak PPC Starter Kit is available from BMI Systems Group. The price includes Software from BMI, SunGard Interface & installation, one Portable Data Terminal with an integrated laser scanner and accessories running Windows Mobile. Up to (4) hours of BMI remote installation and training via the Internet (GoToMeeting) is included. A one year unlimited phone support contract with maintenance releases for the software is also included. Additional scanners may be purchased for \$2,295 each, asset tags may be ordered through BMI. On-site AssetTrak PPC installation and training from BMI is available and costs an additional \$2,950 plus air fare. On-site training is up to 1.5 days. Year 2 maintenance price is included for budgeting purposes but will be invoiced by BMI.

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6. SYSTEM REQUIREMENTS

BusinessPLUS

System Requirements

Database/Application Server:

OS Platform: Windows Server 2008 R2 (SP1), Windows Server 2012 R2
Database: SQL Server 2008 R2 (SP3), SQL Server 2012/2012 R2, SQL Server 2014

3rd Party Requirements

Adobe Acrobat Reader v10 or v11
Micro Focus Cobol Net Express 5.1
MKS Toolkit v9.5, v9.6

Workstations:

Browser Compatibility for 7i Administrative
Internet Explorer 9, 10, or 11

Browser Compatibility for Online Apps
Internet Explorer 9, 10, or 11
Firefox (Mac or PC) – current release plus 4 prior versions
Safari (Mac) – current release plus 1 prior version
Chrome - current release plus 4 prior versions

Current system requirements, subject to change.

7. REGULATORY REPORTING

Florida**Regulatory Reporting**

The following programs/reports are included with the **BusinessPLUS** System:

Federal Requirements:

Federal 941 Report
1099-Misc Reporting
W2 Processing
EEO5 Report

Other Requirements:

FLDOE State Staff Survey
Staff Demographic Information (S2,S3, S5, S8)
Staff Additional Job Assignments (S2, S3)
Staff Payroll Information (S2, S3)
Staff Salary Supplements (S2, S3)
Staff Benefits (S2, S3)
Staff Experience (S2, S3)
Staff Fiscal Year Benefits (S5)
Staff Fiscal Year Salaries (S5)
Staff Professional Development (S5)
Staff Teacher Exit Interview (S5)
State Quarterly Wage Listing
Florida Retirement System
New Hire Report

Regulatory Footnotes

- Our maintenance fee for regulatory reporting includes annual updates necessary to maintain compliance for the regulatory items listed and documented in our original agreement. The output provided for these reports includes data and totals, supported within the application software, which are required by your organization to complete the mandated government form. This data will be formatted correctly for electronic submission when the state or federal agency requires electronic submission. In the event that new federal or state legislative mandates additional reports, or future legislative initiatives impose extensive changes to reports listed above, additional fees may apply.
- Relevant sections of the Annual Financial Report and the Annual Budget Report are created by the customer using the proposed ad-hoc report writer.

8. TRAVEL AND LIVING EXPENSES (ESTIMATED)

Travel and Living Expenses (estimated)			
(1)	Estimated Price of Round trip Airfare		800
	Estimated Hotel cost per night		120
	Estimated Cost of Rental Car per day		60
	IRS Per Diem Rate		65
	Estimated mileage, parking, shuttle		160
	Estimated Number of Trips	Days	Trips
(2)	BusinessPLUS	482	120
(2)	Third Party	8	2
(4)	Total Estimated SunGard Travel		\$237,489

- 1 Assumes airline tickets will be booked with 3-weeks advance notice.
- 2 Assumes all Training Hours will be used and 4 training days per trip.
- 4 The costs above are estimates. District will be billed for actual travel costs incurred.

9. PRICING NOTES

- 1 SunGard K-12 Education's pricing for services are billed as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a Blended learning approach; comprised of instructor lead onsite, distant learning (webex), and self-paced on-line elearning. The method of blended learning is determined by content.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and Client and as documented in a training agenda that will be sent to the Client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12 Education's current Professional Services rates are as follows:
 - Training / Consulting Rate: 1,280 per day.
 - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
 - Custom Programming Rate: 1,500 per day.
 - Project Management / Business Process Review / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

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EXHIBIT C: MANAGED SERVICES

1. Application Hosting (Perpetual License)

i. BusinessPLUS

- a. **System Use:** This Agreement permits Client to use the Component Systems that are provided during normal business hours, subject to any Concurrent User limitations. In the case of a Perpetual License for Component Systems, SunGard K-12 Education will provide non-exclusive hardware to operate Software on behalf of Client.
- b. **Administration:** SunGard K-12 Education will provide system management resources for computer server management, data storage and backup. System backups will be performed on a full-backup basis weekly, with partial-backups daily.

SunGard K-12 Education will schedule with the Client in advance for routine maintenance and repairs performed at the SunGard K-12 Education's data center. Generally, these activities are not performed during business hours; however, the Client should anticipate SunGard K-12 Education to schedule short periods of downtime quarterly. SunGard K-12 Education will make every effort to schedule this maintenance period at least two weeks in advance.

- c. **Network Responsibilities:** SunGard K-12 Education's responsibility for network communication terminates at the WAN connection on the router at SunGard K-12 Education's location, and excludes the leased line, Client routers and local computing infrastructure and Personal Computers at the Client site.

SunGard K-12 Education will assume responsibility for the purchase, configuration, installation, and management of the data communications equipment hosted at SunGard K-12 Education's facility and will hold title to same.

- d. **System Performance:** Client and SunGard K-12 Education will work together to isolate performance bottlenecks, should they occur, and to identify whether they are related to the data communications link, the SunGard K-12 Education computer server, or the Client's local network. SunGard K-12 Education will provide sufficient Internet access bandwidth and server capacity for the duration of this Agreement to meet the reasonable performance requirements of the number of concurrent system users provided for in this Agreement.

For purposes of this agreement, "reasonable performance requirements" will mean the following:

- End-user response time: typically 2-5 seconds to retrieve a single record using the primary indexed key. End users will be able to perform all common system processes quickly and efficiently without substantial delays.
-
- System availability: 99% available during normal business hours calculated on an annual basis.

- e. **Interfaces or Custom Reports:** Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Agreement, but can be provided by SunGard K-12 Education under separate Agreement.
- f. **Creation/Setup of New Users:** SunGard K-12 Education will set up and create new users at the operating system level as quickly as possible but no later than (2) two business days when requested by Client.
- g. **On-Going Maintenance:** SunGard K-12 Education will be responsible for maintenance of the computer server(s) at SunGard K-12 Education, the respective operating system(s), and the data communications equipment at SunGard K-12 Education. SunGard K-12 Education will update the computer server and operating system software as necessary to remain current with new releases of the software.
- h. **Client's Network, Personal Computers:** Client's network and personal computers, including configuration, Microsoft Client Access Licenses, and setup to use the products listed in Exhibit B, are not included in this Agreement.
- i. **Additional Accounts and Update Frequency:** In addition to the Production Environment for Client processing, SunGard K-12 Education will provide a Test Environment. To provide the Test Environment, SunGard K-12 Education will replicate the Production Environment into the Test Environment as requested by Client. This replication will be performed only after consultation with the Client.
- j. **Creation/Setup of Remote Printers:** Most reports generated by applications running in the SunGard K-12 Education Data Centers can be output by users to printers defined within the Client's desktop computer network. Some applications will require IP Addressable printers that support PCL (Printer Control Language) Version 5 or above. For these printers, associated print queues need to be uniquely defined and configured on the servers housed in the SunGard K-12 Education Data Center

SunGard K-12 Education will provide the set up for up to five (5) IP Addressable print queues at no additional charge. For each additional IP Addressable print queue the Client requires beyond the initial 5, SunGard will bill an additional setup fee based on SunGard K-12 Education's then-current rates (as of the Commencement Date, \$200 each).

SunGard K-12 Education will complete printer configuration changes as quickly as possible but no later than two(2) business days when requested by Client.

- k. **Disaster Recovery:** In the event of a disaster which disables SunGard K-12 Education's data center, SunGard K-12 Education will have a SunGard K-12 Education recovery project team working on and dedicated to the recovery in an effort recover the Client's time-critical systems for continued processing at the recovery location. Client will be given an initial projection of estimated recovery time, and SunGard K-12 Education will provide daily status updates thereafter to Client concerning estimated recovery time frames.

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- I. **Specific Periodic Tasks Performed by SunGard K-12 Education:**
SunGard K-12 Education will also provide the specific services listed below at the time intervals specified for each such service at no additional cost:

Daily

- Monitor previous night's backups and continuous logs
- Monitor system performance and throughput
- Perform nightly backup of all Client data
- Perform nightly differential system backups (system/software and related data files which have changed since the last full system backup)
- Process Printer/User requests

Weekly

- Perform Full Backups including delivery to off-site storage location to include:
 - 5 nightly backups
 - 4 weekly backups
 - 12 monthly backups
 - Year end backup kept on a permanent basis
- Test failover to data center generator

Monthly

- Check and report space in File Systems
- Check and report space in Swap file
- Check and report Wide Area Network statistics

As Necessary

- Perform operating system, third party (to the extent provided by the third party vendor), and Component System upgrades
- Add users and printers
- Modify users and printers
- Restore data as identified by Client
- Update database statistics and indexes
- Design, implement, and execute disaster recovery procedures
- Build and maintain communication circuit

m. Client Responsibilities.

- i. Printing.** Client is responsible for all printing, using compatible local printers. No print jobs will print at SunGard and all physical printing requirements will be handled by the Client. Printers must support TCP/IP and be PCL5 compliant. For IP addressable print queues, any Jet-Direct compatible printer may be used. If the printer is not Jet-Direct compatible or routed through external servers, additional software or services may be required.
- ii. Existing Environment.** Client is responsible for any issues arising from the existing LAN, existing data communications configuration, hardware, or software at the Client's site. Specifically, the Client is responsible for all elements of their existing infrastructure. If any Client site application updates (either hardware or software) are needed, they will be the responsibility of the Client.

- iii. **Application Set Up.** Client assumes responsibility for application software setup, setup and maintenance of user security within the software applications testing, and operation, such as chart of accounts, setup, posting strategies, common code setup, etc. User/site based administrative tasks are the responsibility of the Client (e.g. report generation/creation, printing, local configuration, defining user security, etc.).
- iv. **Leased Lines and Data Communications Equipment.** Client will connect to the SunGard data center over the Internet. Client assumes responsibility for the leased lines, Internet access, and the data communications equipment to support the leased lines, Internet access (excluding the router equipment at SunGard's facility), including installation, troubleshooting, maintenance, management, and any contracts related thereto. Client will assume responsibility for the purchase, configuration, installation, management and on-going support of the data communications equipment and will hold title to same (excluding the router equipment at SunGard's facility).
- v. **User Set Up and Management.** Client will perform all user setup and maintenance at the application level.
- vi. **Facility Restrictions.** Client is responsible for costs associated with any special requirements or restrictions of Client's office facility that preclude the installation of telecommunication or other necessary equipment required for this project.
- vii. **Maintenance.** Effective application software administration is the key to a successful installation and smooth on-going system operation. An individual (or two) must be designated as a primary focal point of contact for communication between Client's organization and SunGard, and will handle the daily coordination of issues raised within your organization regarding the use of SunGard's application software products.

The responsibilities of this individual would include:

1. Communicating with SunGard Support personnel for problem reporting and resolution
2. Provide first level application software support to end users
3. Train new staff on software applications
4. Maintain any unique procedural documentation to your organization
5. Diagnose and resolve minor user procedural problems

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

1. **General.** SunGard K-12 Education will utilize its proprietary project management methodologies in providing Client with services in connection with the implementation, configuration and usage of the Software. SunGard K-12 Education and Client will develop a project plan that identifies each party’s responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard K-12 Education will provide. Client will establish the overall project direction, including assigning and managing the Client’s project personnel team.

2. **Client Project Position Descriptions.** To facilitate SunGard K-12 Education’s ability to provide Client with Services in connection with the implementation and deployment of the Software, Client must assume certain roles and responsibilities under the project plan. Those responsibilities include designating Client personnel to serve in each of the positions outlined below:

Role/Position	General Description of Responsibilities
Executive Steering Committee	Provide Client staff and facilities; make decisions on policy changes; final Client escalation point for project issues.
Project Sponsor	Approve material changes in the project plan; advise Project Managers on resolution of project issues; report project progress to Executive Steering Committee.
Client Project Manager	Supervise Client Project Team; fulfill Client project deliverables; coordinate Client staff per project plan; work with SunGard K-12 Education Project Manager to project manage detailed project activities.
Project Team Leads (Application)	Coordinate with the Client Project Manager in communications and issue resolution; make recommendations to the Project Manager concerning any policy or implementation issues; configure Software based on consulting provided by SunGard K-12 Education; Identify end users to attend training; create end-user training documentation. Deliver end-user training classes; provide support to the user community in the post production timeframe.
Project Team Leads (Technical)	Provide converted data to SunGard K-12 Education; provide data conversion specifications; provide workflow specifications and assist SunGard K-12 Education technical leads with setting up workflows test converted data, workflows and reports for compliance with specifications; set up security profiles.
Functional Experts (SME's)	Support Project Team Leads and Project Manager.

3. **Project Escalation Procedures.** Issues will arise from time-to-time throughout the course of the project. In order for challenging issues to be addressed in a timely fashion, Client and SunGard K-12 Education will utilize the following communication and escalation procedure:

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- i. Communications regarding the project will be directed to SunGard K-12 Education's Project Manager and the Client's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls will be maintained between the Project Coordinator and the Client's Project Team (including the Client's Project Manager).
- ii. All issues or concerns will be discussed actively and openly between SunGard K-12 Education's Project Team and the Client's Project Team.
- iii. If issues begin to interfere with the progression of the implementation project, the Client and/or SunGard K-12 Education should escalate challenges to SunGard K-12 Education management as needed.

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EXHIBIT E: MAINTENANCE AND SUPPORT

1. Software (Perpetual License)

i. Services to be Provided

- a.** Provide standard product enhancements when and as the same are developed by SunGard K-12 Education; SunGard K-12 Education will make available to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Education Software licensed by Client.
- b.** Provide programming modifications and support for the Regulatory Software identified in these Exhibits. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.
- c.** Provide assistance to Client in the use of the SunGard K-12 Education Application Software via telephone inquiries to SunGard K-12 Education's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.
- d.** Investigate errors in the intended capabilities of SunGard K-12 Education Application Software upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors. SunGard K-12 Education will distribute to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Education Software licensed by Client.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 Education and Client.

e. Exclusions

- 1. System Requirements.** SunGard K-12 Education solutions are designed to function at optimum levels when integrated with dedicated hardware resources. The addition of non-SunGard K-12 Education provided software may adversely affect the performance or functionality of the SunGard K-12 Education provided applications. Accordingly, SunGard K-12 Education will not be responsible for system malfunctions or loss of functionality caused by the addition of non-SunGard K-12 Education provided applications or utility software. Applications that alter the basic architecture of the operating environment such as VMWare, will be supported, however SunGard K-12 Education PLUS Solutions were written to run natively under the host operating system. As such, we do not routinely or rigorously test our applications, or those of our partners, under such third-party applications. SunGard K-12 Education will use commercially reasonable efforts to investigate potential issues with the application software running in conjunction with the VMWare. As part of that investigation, SunGard K-12 Education may require the issue to be reproduced independently from the hardware virtualization software. Should issues be reported that can reasonably be linked to the virtual hardware environment, SunGard K-12 Education will make reasonable

and commercially viable efforts to resolve the issue, as long as it can be done in such a way as to not affect the same software when run natively. Corrective measures for malfunctions caused by such additions will be at the option of SunGard K-12 Education and will be billable at SunGard K-12 Education's then-current hourly rate.

ii. Client Responsibilities

Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 Education SecureLink gateway. A "super-user" system log-in account with privileges for SunGard K-12 Education's use in support of this agreement is also required.

- a. Client will be responsible to provide a CD/DVD drive which may be used to install new software releases, updates, enhancements, and the like.
- b. Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 Education data elements.
- c. Client will designate, by name, a limited number of individuals for the purpose of logging calls with SunGard K-12 Education central support. Client will appoint one of these individuals to serve as central liaison between SunGard K-12 Education technicians and other named callers or Client end users.
- d. Client is obligated to fulfill the responsibilities of system administrator as identified in these Exhibits. This may be accomplished as part of the central liaison's job responsibilities or by contracting with SunGard K-12 Education for Remote System Administration Services.

Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software

iii. System Administration Job Responsibilities

System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture as well as a firm knowledge of Client's site-specific network configuration.
- Understanding of general computer concepts such as relational database, operating systems, application software, and current programming languages and tools.
- Strong verbal and written communication skills with administrators, programmers, and system maintenance personnel.
- Understanding of the importance of data integrity and security (file backups and password control).

- Understanding of Client's organizational requirements for the Licensed Software.

Client system administration responsibilities include, but are not limited to, the following:

General Responsibilities:

- Sole responsibility for communications with SunGard K-12 Education Maintenance personnel.
- Provide first level support to end users and manage support calls.
- Upgrade system software in conjunction with SunGard K-12 Education and the computer hardware manufacturer.
- Manage workload.
- Train department personnel to use Report Writer.
- Maintain Documentation.
- Diagnose and resolve minor hardware problems.
- Maintain currency on Maintenance, including ongoing subscription to SunGard K-12 Education Maintenance program and maintenance/support programs for third party dependencies.
- Implement and manage disaster recovery plan for Client location and operations for SunGard hosted applications and data only.
- Manage third party support contracts as well as update and install third party products.
- Manage support calls.
- Attend appropriate system management classes as required.

Operating System/Network Administration:

- Install, configure and maintain Client desktop software, including network software (e.g., OS, Browser, and TCP/IP).
- Monitor operating system and modify operating system parameters as required. *
- Create and maintain cron jobs, scheduled tasks, maintenance plans, or other batch processes. *
- Verify software licensing. *
- Install operating system patches. *
- Install, configure and maintain Sendmail.
- Install/reinstall operating system as required.
- Develop backup strategy, manage the file system backup process and procedures, maintain backup scripts and verify backups execute properly on a daily basis. *
- Maintain on and off site storage of backup media.
- Restore files, file systems or databases as required. *
- Monitor system performance and tune operating system parameters for maximum efficiency. *
- Monitor disk and file system utilization/permissions and adjust to meet site requirements. Backup or delete temporary files and logs as appropriate. *
- Maintain login scripts.
- Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
- Configure communication port(s). *
- Set or modify IP address. *
- Install microcode or firmware updates as required.

- Monitor hardware reliability, check error logs, and initiate corrective action when warranted. *
- Create and maintain printer configurations, print queues and virtual printers. Setup and manage print spooler.
- Maintain access to server(s) for support (i.e., Internet and backup modem access).
- Create or modify default gateway.
- Maintain Active Directory.
- Maintain connectivity of host to LAN.
- Evaluate application software utilization and setup.
- Load application software updates and existing hardware customizations, if any.
- Recompile applications as required.
- Install and configure IIS. *
- Install and configure .Net Framework. *

Database Administration

- Maintain database security and access/permissions.
- Backup and restore specific databases or entire database environment. *
- Backup and restore specific tables within database(s). *
- Import or export databases as required. *
- Monitor and modify data allocation. *
- Add DB space.
- Create test (or other special purpose) databases as required.
- Maintain maintenance plans.
- Manage transaction log files, backup and restoration of log files.
- Perform checks for data consistency. *
- Monitor database table extents and adjust as needed. *
- Update database statistics and table indices. *
- Maintain production and test databases.
- Configure, upgrade and install database software.
- Verify software licensing and maintain currency on support agreements, software licensing and documentation.
- Monitor database engine performance and tune as needed. *
- Monitor database size and growth. *
- Manage database product support calls.
- Attend appropriate database classes for system administration, SQL, and database tuning.

System Security

- Ensure data and equipment security (physical and electronic).
- Monitor system access via modem or Internet.
- Investigate attempted security breaches. *
- Monitor application software utilization and setup to ensure authorizations are administered correctly. *
- Monitor file and database permissions and accounts. *
- Acquire, install and maintain anti-virus, anti-malware or any other necessary software (firewalls etc.) to ensure adequate security for the application environment and user data.

SunGard K-12 Education offers telephone support agreements for operating system, database and utility software packages to assist the Client system administrator in the execution of basic and advanced administrative functions. For Clients who contract with SunGard K-12 Education for these services, we will

provide additional assistance (via remote Internet or dial access) for the basic functions designated with an asterisk (*) in the above list for the first six months subsequent to installation (operating system, database software, utility software, application software) by SunGard K-12 Education. After six months, Clients who do not contract with SunGard K-12 Education for Remote System Administration Services will be invoiced on a per-call basis when SunGard K-12 Education is required to perform basic administrative tasks via remote access on behalf of the Client system administrator.

2. Equipment

i. Hardware and System Software (Perpetual License)

1. Hardware Maintenance Services

- a.** SunGard K-12 Education will assume first-call responsibility for warranty coverage, extended warranty coverage and post-warranty maintenance coverage purchased for hardware provided by SunGard K-12 Education. Coverage will be limited to initial fault isolation / diagnosis by phone and the subsequent dispatch of the manufacturer's hardware support organization.
- b.** Service is available weekdays, excluding SunGard K-12 Education designated holidays, during normal business hours. For services performed outside these hours, the Client will pay labor charges at SunGard's then current rates.
- c.** Cancellation. Services may be cancelled on any or all line items upon prior written notice to SunGard K-12 Education of two (2) months.
- d.** All Maintenance services are subject to the manufacturer's or service provider's terms and conditions as set forth in the warranty or maintenance support documentation provided at the time of equipment purchase.

2. Operating System or Utility Software Telephone Support Services

- a.** Direct Telephone Support - Direct telephone access to SunGard K-12 Education's System Software Support personnel who provide timely answers to usage questions, assist Client on installing updates and resolve occasional software problems. This service is available weekdays, excluding SunGard K-12 Education designated holidays, during normal business hours.
- b.** The above services will be provided by Internet or telephone communication contact between SunGard K-12 Education and Client.
- c.** On-Site Support - Client will have access to on-site support. On-site support will be provided at the current published per diem fee plus all travel expenses. All fees will be rounded off to the nearest half day. A day is defined as 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding SunGard K-12 Education designated holidays. All on-site support time outside these hours will be charged at SunGard K-12 Education's then current hourly rates for System Software.

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3. Client Responsibilities

- a.** Internet access is required for delivery of SunGard K-12 Education's support services and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 Education SecureLink gateway. This connectivity method ensures that all data communications between SunGard K-12 Education and the client are secure and meet SAS70 requirements for auditing. A "super-user" system log-in account with privileges for SunGard K-12 Education's use in support of this agreement is also required.
- b.** Client will be responsible to provide a CD, DVD or DLT drive which may be used to install new software releases, updates, enhancements, etc.
- c.** Client will be responsible for the activities listed in the System Administrator responsibilities in these Exhibits.
- d.** Client will be responsible for the costs of travel, lodging and related expenses for training and support provided by SunGard K-12 Education to personnel at Client's location.

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EXHIBIT F: DATA PROTECTION

This Data Protection Annex is made part of the Agreement to which this is attached, and shall apply at all times during which the System Processes Customer Sensitive Information.

“Customer Sensitive Information” means all non-public personal or financial information regarding Customer’s former, current or prospective clients, customers or employees, which is Processed by the System.

“Customer” means the Client that executed the Agreement to which this is attached.

“Process” and variants thereof means the processing of Customer Sensitive Information by the System, including obtaining, storing, recording, copying, holding, modifying, carrying out operations on, and deleting the Customer Sensitive Information.

“SunGard” means the SunGard entity that executed the Agreement to which this is attached.

“System” means the SunGard remote processing system provided under the Agreement.

1. General Security Procedures

1.1 SunGard shall be responsible for establishing and maintaining an information security program based on the Industry Standards Organization ISO 27001:2 that contains appropriate administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Sensitive Information; (ii) protect against any anticipated threats or hazards to the security, integrity or availability of the Customer Sensitive Information; (iii) protect against unauthorized access to, or use of, the Customer Sensitive Information that could result in substantial harm or inconvenience to Customer’s customers; (iv) ensure the proper disposal of Customer Sensitive Information, as further defined herein; (v) ensure that all subcontractors to which SunGard grants access to Customer Sensitive Information, if any, comply with all of the foregoing and only Process the Customer Sensitive Information as is required to perform its obligations under the Agreement; (vi) limit access to Customer Sensitive Information to SunGard’s employees, agents and subcontractors who need such access to fulfill SunGard’s obligations under this Agreement; (vii) provide for disciplinary measures for violations of the program; and (viii) provide for risk assessments to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer Sensitive Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information. SunGard shall designate an individual to be responsible for the information security program. Such individual shall respond to Customer inquiries regarding computer security.

1.2 SunGard and/or its subcontractors shall conduct formal security awareness training, with a testing component, for all personnel who have access to the Customer Sensitive Information as soon as reasonably practicable after the time of hiring or prior to being appointed to work on the System, and shall annually recertify such persons thereafter. SunGard shall retain documentation of such security awareness training and subsequent annual recertifications.

1.3 Customer shall have the right to review a redacted copy of SunGard’s information security program on an annual basis during the term of this Agreement. Customer, at its own expense, shall be entitled to perform, or to have performed by a reputable nationally recognized auditor, an annual review of SunGard’s information security program as it pertains to the System. Any review conducted by or on behalf of Customer shall be contingent on the following: (i) such review may only occur during normal

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business hours at the locations where the System hosting the Customer Data is located; (ii) access shall only be provided to the System in regards to Customer Sensitive Information; (iii) the review shall be conducted at mutually agreeable times; (iv) SunGard personnel may, at SunGard's option, supervise such review; (v) such review shall be conducted in a manner that is designed to minimize any adverse impact on normal business operations; (vi) Customer or the entity conducting the review will comply with all safety and security procedures of SunGard in conducting any such review; (vii) Customer shall inform any third party reviewer of the obligations of confidentiality set forth in this Agreement and secure such Person's agreement to be bound by such provisions; (viii) any information accessed by Customer or its third party reviewers in the performance of any such review will be deemed to be the Confidential Information of SunGard. Notwithstanding the foregoing, in no event shall SunGard be required to provide any access that could reasonably be expected to result in an impact to any other SunGard customer or in a disclosure of another SunGard customer's information. Any review may only occur pursuant to a mutually agreed scope defined in writing by the parties prior to the review. Customer shall reimburse SunGard for any out of pocket costs reasonably incurred as part of any such review, and shall reimburse SunGard for any time spent by SunGard personnel as part of any review, at SunGard's then standard professional services rate. Alternatively, SunGard and Customer may mutually agree for SunGard to retain a third party vendor to perform such review on behalf of Customer or multiple customers, or for SunGard to complete an industry standard information security questionnaire in lieu of a review.

1.4 In the event of any actual or apparent theft, unauthorized use or disclosure of any Customer Sensitive Information, SunGard shall promptly commence all reasonable efforts to investigate and correct the causes thereof, and within two business days following confirmation of any such event, contact Customer about such incident, and provide Customer with additional information and assistance as may be reasonably requested.

1.5 SunGard shall not transmit any unencrypted Customer Sensitive Information over the internet or a wireless network.

1.6 SunGard shall not store any Customer Sensitive Information on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software.

1.7 Customer acknowledges that the execution of the Agreement authorizes SunGard to Process the Customer Sensitive Information as described hereunder and Customer represents and warrants that it has all necessary consents and authority to grant such authorization. Customer shall not transmit to SunGard employees, agents or subcontractors, or provide SunGard employees, agents or subcontractors access to, any Customer Sensitive Information other than (i) as reasonably necessary in the ordinary course of using the System and (b) in an encrypted format. To the extent Customer is provided with any access code in order to access the System (a "Password"), Customer shall hold such Passwords in strict confidence and will not assign, share, sell, barter, transfer, exchange, misuse or abuse such Passwords in any way or attempt in any way to disable, deactivate or render ineffective the password protections of the System.

2. Network and Communications Security

2.1 Except in the ordinary course of providing the System as anticipated under the Agreement, SunGard and its personnel will not access Customer computing systems and/or networks without Customer's authorization and any such actual or attempted access shall be consistent with any such authorization.

2.2 To the extent commercially available, SunGard shall use industry standard tools on the System, as well as on SunGard-managed networks that are used in providing the System, to ensure that the System does not contain any computer code, programs, mechanisms or programming devices designed to disrupt, unintentionally modify or delete, damage, deactivate, disable, harm or otherwise impede, in any manner, the operation of the System or Customer's systems which connect to the System. For the avoidance of doubt, the foregoing shall not preclude SunGard from including in the System features and functionality that may restrict use for security purposes or to enforce any contractual scope of use.

3. Disposal of Customer Sensitive Information

3.1 Customer Sensitive Information on paper must be shredded by SunGard or its subcontractor before disposing of such paper.

3.2 All electronic storage media containing Customer Sensitive Information must be wiped, degaussed or overwritten prior to SunGard repurposing or disposing of such media, or such media shall be physically destroyed in a manner that makes the Customer Sensitive Information unrecoverable.

4. Penetration Testing

During the time in which SunGard is in possession of Customer Sensitive Information, SunGard shall, at its own expense and at least one time per year, engage a third party vendor or use a third party tool to perform penetration and vulnerability testing (a "Penetration Test") of the System, if and to the extent the System is internet-facing and identified as "high risk" by SunGard's risk assessment. The objective of such Penetration Tests is to identify design and/or functionality issues in applications or infrastructure of those portions of the System Processing Customer Sensitive Information which could expose such data to risks from malicious activities. Testing may be performed using non-production test systems reasonably representative of the production System. To the extent that critical and/or high level security issues were revealed during a particular Penetration Test, SunGard shall use commercially reasonable efforts to remediate any such security issues and subsequently perform additional testing within a reasonable period of time thereafter to ensure continued resolution of such security issues. Upon Customer request, SunGard shall provide Customer with an executive summary report of any critical or high level security issues that were unresolved following such additional testing. Customer shall not perform, or arrange to have performed, a penetration test of the System.

5. Background Checks

Current SunGard policy requires a background check to be performed on all newly hired United States and United Kingdom employees expected to access Customer Sensitive Information, to the extent such a background check is permitted by, and subject to any restrictions under, the laws or regulations of any applicable jurisdiction or under the applicable employee's employment agreement. Such background checks shall be consistent with industry practices with respect to the employee's position and jurisdiction of hire.

With respect to any such newly hired employee who had a background check in the United States, SunGard shall not assign such employee to a position requiring access to Customer Sensitive Information if the background check revealed the conviction of a felony or misdemeanor within the previous seven (7) years, to the extent such felony or misdemeanor relates to the suitability of the individual's performance of such services.

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With respect to any such newly hired employee who had a background check in the United Kingdom, SunGard shall not assign such employee to a position requiring access to Customer Sensitive Information if the background check revealed any unspent criminal conviction, to the extent the criminal activity relates to the suitability of the individual's performance of such services.

With respect to employees outside of the United States and the United Kingdom, SunGard may perform background checks as described above in conformance with local custom, law or regulations.

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EXHIBIT G: COGNOS SOFTWARE SUPPLEMENT

Additional Definitions. “Cognos Component Systems” means any of the software provided to SunGard K-12 Education by Cognos Corporation (“Cognos”) and identified under the name “Cognos” in Exhibit B.

1. **Ownership.** Cognos owns the Cognos Component Systems.
2. **Restrictions on Use of Cognos Component Systems.** Client’s use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - i. Client has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard K-12 Education Licensed Software.
 - ii. Client acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard K-12 Education under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Client under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Client;
 - iii. (c) Client agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client’s use of the Cognos Component System(s) or related materials;
 - iv. (d) Client acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - v. Client acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit B; and
 - vi. Client acknowledges and understands that it is licensing the Cognos Component System(s) on a “restricted use” basis. “Restricted use” means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit B. Such restricted use shall include Client’s right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the Component System software applications set forth in Exhibit B.
 - vii. In lieu of the warranty provided in the Agreement, Client shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Client that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Client, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Client’s only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Client misuses the Cognos Component System(s) contrary to its related documentation.

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EXHIBIT H: PAY AGENT SUPPLEMENT

1. **Additional Definitions.** “Pay Agency Products” means the products and services of those vendors (in each case, a “Vendor”) that are identified in an Exhibit B (the “Pay Agency Products”).
2. **Pay Agent Designation.** Client designates SunGard K-12 Education as Client's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard K-12 Education, on behalf of Client, to make payment to each Vendor for Client's procurement of the Pay Agency Products under the terms and conditions of agreements (each a “Vendor Agreement”) to be executed and made by and between Client and Vendor, if applicable. Client covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard K-12 Education as Client's pay agent as provided for in this Section 2; and SunGard K-12 Education covenants and agrees that, promptly after receipt of payment from Client, SunGard K-12 Education will make payment to each Vendor for Client's procurement of the Pay Agency Products.
3. **Pay Agency Products Procurement.** SunGard K-12 Education will, as soon as reasonably practicable, obtain for Client, as Client's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Client in each instance pursuant to the applicable Vendor Agreement, if any. SunGard K-12 Education will remit payments made to SunGard K-12 Education by Client promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Client. **CLIENT IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD K-12 EDUCATION, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD K-12 EDUCATION IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD K-12 EDUCATION IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT B AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CLIENT ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD K-12 EDUCATION BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CLIENT, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CLIENT ONLY AS OTHERWISE PROVIDED FOR IN ANY VENDOR AGREEMENT.**
4. **Term of Pay Agency.** SunGard K-12 Education's status as Client's pay agent will expire promptly after SunGard K-12 Education remits payment of the Pay Agency Products license fee to Vendor on behalf of Client.
5. **Disclaimer of Warranties.** Client agrees and understands that **SUNGARD K-12 EDUCATION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CLIENT BY VENDOR. SUNGARD K-12 EDUCATION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **LIMITATIONS OF LIABILITY.**
 - i. **LIMITED LIABILITY OF SUNGARD K-12 EDUCATION.** **EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CLIENT TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD K-12 EDUCATION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY**

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SOFTWARE. IN NO EVENT WILL SUNGARD K-12 EDUCATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD K-12 EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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EXHIBIT I: MILESTONE PAYMENT SCHEDULE

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EXHIBIT J: FUNCTIONAL REQUIREMENTS CHECKLIST