

CONTRACT NO. 2069

SunGard Public Sector Inc.
d/b/a "SUNGARD K-12 EDUCATION"

ADDENDUM

Client:

College Station Independent School District
1812 Welsh Avenue
College Station, TX 77840
Telephone: (979) 764-5569
Attn: David Hutchinson
Title: Director of Technology

Licensor:

SunGard K-12 Education
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, dated June 23, 1994 ("Agreement"), to add the following as attached hereto and part of this Addendum.

EXHIBITS

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: SOFTWARE AND SERVICES

1. License Software (Perpetual License)
 - i. eFinancePLUS
2. Third Party and Pay Agency Applications
3. Professional Services
 - i. eFinancePLUS
 - ii. Third Party and Pay Agency Applications
4. Hardware Components
5. System Requirements
 - i. eFinancePLUS
6. Pricing Notes

EXHIBIT C: EQUIPMENT AND EQUIPMENT INSTALLATION

EXHIBIT D: SERVICES – CLIENT RESPONSIBILITIES

EXHIBIT E: MAINTENANCE AND SUPPORT

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

EXHIBIT F: COGNOS SOFTWARE SUPPLEMENT

EXHIBIT G: DATANGO SOFTWARE SUPPLEMENT

EXHIBIT H: MKS SOFTWARE SUPPLEMENT

EXHIBIT I: OPTIO SOFTWARE SUPPLEMENT

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

College Station Independent School District

SunGard Public Sector Inc.

BY: _____

BY:  _____

PRINT NAME: _____

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: _____

PRINT TITLE: Vice President, Sales

DATE SIGNED: _____

DATE SIGNED: December 19, 2013

EXHIBIT A: PAYMENT SCHEDULE

SOFTWARE AND SERVICES

1	License Software (Perpetual License) (refer to Exhibit B for detail) 100% due upon Software Delivery	\$27,619
		\$27,619
2	Third Party and/or Pay Agency License Software (Perpetual License) (refer to Exhibit B for detail) 100% due upon Software Delivery	\$11,560
		\$11,560
3	Professional Services (refer to Exhibit B for detail)	\$15,160
	Fixed Fee Services 100% due upon Contract Execution Date	\$950
	Other Services Due monthly as incurred	\$14,210
4	Hardware Components (refer to Exhibit B for detail) Including Installation and Integration 100% due upon Contract Execution Date	\$20,775

TOTAL SOFTWARE AND SERVICES ⁽¹⁾:	\$75,114
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¹ Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE ⁽¹⁾

1	Perpetual Software Maintenance	\$2,999
2	Third Party and/or Pay Agency Software Maintenance	\$2,310
3	Hardware Maintenance	\$425

TOTAL YEAR 2 MAINTENANCE:	\$5,734
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¹ Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to-Contract Year basis, unless Customer 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 for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Customer at least ninety (90) days prior to the expiration of the then-current Contract Year.

EXHIBIT B: SOFTWARE AND SERVICES

1. LICENSE SOFTWARE (Perpetual License)

eFinancePLUS		Licensed Software	
Applications	License Fee	2nd Year Maintenance	
Employee Access Center (includes Employee Timesheets)	17,279	2,999	
eFinancePLUS (Version 5.0)	10,340	n/a	
Subtotal Proposed Applications:	\$27,619	\$2,999	

eFinancePLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 2 For security purposes, a Windows server (for an additional fee) running Windows and IIS inside the DMZ is required, utilizing SSL certificates for encryption
- 3 The eFinancePLUS (Version 5.0) fee is a one-time fee

2. THIRD PARTY/PAY AGENCY PRODUCTS

Third Party and Pay Agency Applications		Licensed Software	
Third Party Applications	User Count	License Fee	2nd Year Maintenance
IBM Cognos 10 Base Bundle - Upgrade			
eFinancePLUS	N/A	8,838	1,836
Datango			
eLearning Trainer and Content			
eFinancePLUS	Unlimited	2,723	473
Subtotal Proposed Applications:		\$11,560	\$2,310

Third Party and Pay Agency Footnotes:

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

IBM Cognos

² IBM Cognos 10 Base Bundle reporting software is available with eSchoolPLUS, IEPPLUS, eFinancePLUS and eCommunityPLUS and is licensed by SunGard K-12 Education to the client for use only with SunGard K-12 Education applications and/or applications developed by the client which utilize SunGard K-12 Education application data. No more than one IBM Cognos 10 Bundle is required per district; however, there is an additional usage fee required for each PLUS 360 product suite. Cognos 10 Base Bundle includes 1 Named User of BI Administrator, and Anonymous Users of BI Enhanced Consumer (unlimited to the authorized users of the SunGard product(s) listed in the Cognos section above). One copy of IBM Cognos 10 BI Administrator is required for each site. Consumer can access reports in a Microsoft Windows or Macintosh environment. IBM Cognos 10 BI Administrator require Microsoft Internet Explorer and a dedicated native Microsoft Windows server(s). Telephone support for IBM Cognos 10 Reporting products is provided to the client by SunGard K-12 Education. License and/or maintenance agreements do not entitle the client to access any IBM Cognos 10 Reporting technical support facility directly via either telephone or other means of communication. IBM Cognos 10 Business Intelligence requires the availability of a SQL Server database.

A 'Named User' means an individual who is authorized by Licensee to use the specified Software, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

BI Administrator means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for language, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection, Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; (iii) use the Query Studio, Report Studio (including, but not limited to Express Authoring Mode), Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; (v) use the Transformer modules on all platforms commercially supported by Cognos, and Map Manager modules and functionality; (vi) use the Go! Dashboard module to assemble and/or consume a dashboard; and (vii) use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

BI Enhanced Consumer means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones, etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages and use the Cognos Connection Portal to create and consume portal pages, including use of all of the portlet types provided with Cognos Connection, personalize standard reports, and receive Event Studio notifications and use the Cognos Go! Office module; use the Cognos Go! Dashboard module to assemble and/or consume a dashboard, and use the Go! Search module for full text searching and associated indexing for both dynamic and static content; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

⁷ Upgrade pricing is for existing Impromptu or Report Net clients who are current on maintenance and are upgrading to the Cognos 10 Base Bundle. A 'Named User' means an individual who is authorized by Licensee to use the specified Software, deployed through a corresponding Related Server, whether or not that individual is logged on to that Software. The above number of users is an estimate. Further discussion is required in order to determine your exact needs. Multiple copy pricing is available.

Datango

² eLearning Trainer and Content is a required component for the implementation and must be fully utilized per the project plan for a successful implementation. Additional Professional Services fees may apply if outside the scope of contract, which are billed at our then, current rates.

3. PROFESSIONAL SERVICES

eFinancePLUS		Professional Services		
OnTrack Consulting and Training	Consulting Days	Training Days	Price	
Employee Access Center (includes Employee Timesheets)	0.50	1.00	1,920	
⁽²⁾ eFinancePLUS (Version 5.0)	2.00	1.50	4,480	
Subtotal Proposed Services:	2.50	2.50	\$6,400	

² includes Consulting services for Workflow and Training services for new features not covered in eLearning.

Value Added Services	Days	Price	2nd Year Maintenance
Remote Project Manager	Fixed Fee	950	N/A
1) Custom Enabling	3.50	5,250	N/A
Subtotal Proposed Services:	3.50	\$6,200	\$0

1 This estimate is based on custom programs your site is currently paying maintenance on

TOTAL eFinancePLUS Proposed Services:	\$12,600
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Third Party and Pay Agency Applications	Professional Services	
Consulting and Training	Training Days	Price
IBM Cognos 10		
eFinancePLUS Software	2.00	2,560
TOTAL Third Party and Pay Agency Proposed Services:	2.00	\$2,560

TOTAL PROPOSED PROFESSIONAL SERVICES:	\$15,160
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4. HARDWARE COMPONENTS

Hardware Equipment and Services - Proposed				
Qty	Description	Unit Cost	Line Total	Annual Support *
1	eFinancePLUS Database Server ⁽¹⁾ Customer will provide server with similar specs to SunGard recom:			
	License & Documentation Customer will provide OS, db & Backup licensing			
1	Optio Upgrade (DCS to ECI) for Windows	2,850	2,850	425
2	MKS Toolkit License	2,250	4,500	
2	eFinancePLUS Application Server ⁽¹⁾ Customer will provide server with similar specs to SunGard recom:			
1	Workflow & EAC Server ⁽¹⁾ Customer will provide server with similar specs to SunGard recom:			
1	Cognos Server ⁽¹⁾ Customer will provide server with similar specs to SunGard recom:			
1	Installation and Setup Services (via remote) (4) Certify Windows system setups (1) Installation and Setup of SQL (3) Installation and Setup of PLUS Applications (1) Installation and Setup of 3rd Party (1) Installation and Setup of EAC Upgrade (1) Installation and Setup of Cognos V10.x (for eFinancePLUS) (1) Data Migration	13,000	13,000	
Subtotal Hardware Components:			\$20,350	\$425
TOTAL Hardware Components:				\$20,775

Hardware Footnotes

- 1 Optional Phone Support can be quoted upon request.
 - A Domain Controller with Active Directory is required.
 - Requires MS SQL 2008 R2 Licensing .
 - Cognos related services are not included in the standard Installation and Setup services fees.
 - Installation fee includes the initial creation of a single test database, the creation of the database for parallel payroll, and the final conversion of the database for production.

5. SYSTEM REQUIREMENTS

eFinancePLUS

eFinancePLUS 5.0

Requires a database of MS-SQL versions 2008 R2
Requires a Domain Controller with Active Directory
Requires Microsoft .NET Framework 4.5

Application Server:

OS Platform: Microsoft Windows Server 2008 R2
Web Server: Internet Information Services (IIS) 7.5

Processor

Minimum: (1) Quad-Core
Recommended: (2) Quad or Six-Core

RAM

Minimum: 12 GB
Recommended: 16 GB

Hard Drive

OS disk must have 80 GB minimum
PLUS disk must have 50 GB minimum

Workflow Server:

OS Platform: Microsoft Windows Server 2008 R2
Web Server: Internet Information Services (IIS) 7.5

Processor

Minimum: (1) Quad or Six-Core
Recommended: (1) Quad-Core

RAM

Minimum 8 GB
Recommended 16 GB

Hard Drive

OS disk must have 80 GB minimum
PLUS disk must have 50 GB minimum

Dedicated Database Server:

OS Platform: Microsoft Windows Server 2008 R2
SQL Server: Minimum version of SQL Server 2008 R2

RAM

Minimum: 8 GB
Recommended: 24 GB

Processor

Minimum: (1) Quad-Core
Recommended: (2) Quad or Six-Core (customized based on user count)

Hard Drive

OS disk must have 80 GB minimum
PLUS disk must have 160 GB minimum**

**Disk space for the database server will be determined by a number of factors including: how many live, test, training, and historical databases you have on your system and how many database backups you want on disk.

Workstations:

PC Workstation Operating Requirements

OS Platform: Windows XP, 7 and 8
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Internet Explorer 8, 9 and 10, Firefox 21
NOTE: 64-bit machines must run Silverlight 5

MAC Workstation Operating Requirements

OS Platform: Mac OS X 10.5 or higher
CPU: Macintosh computer with an Intel Processor (Power PC processor is not supported)
Minimum CPU: 2 CPU cores with a minimum speed of 2 GHz
Recommended CPU: 2.5 GHz processor or greater
Minimum Memory: 3 GB RAM
Recommended Memory: 4 GB RAM or higher
Supported Browsers: Firefox 21, Safari 5 and 6

Datango

Datango eLearning Trainer (Viewing Content) and Producer

The following requirements are necessary for Datango Trainer and Producer:

Operating System:	Windows XP (at least SP 2), Vista or Windows 7; 64 and 32 bit version Windows XP (at least SP 2), Vista or Windows 7; 64 and 32 bit version Windows XP (at least SP 2), Vista or Windows 7; 64 and 32 bit version
Browsers:	Internet Explorer 6.0 - 8.0 Mozilla 1.7 and up Firefox 2.0

In addition, the correct MS Internet Explorer security settings are required for this program to function properly with Datango trainer. The appropriate security settings will be provided as part of the implementation process.

For Macs with Windows, the specifications above apply. For accessing Datango Trainer on a Mac using a Mac operating system, see the system requirements below:

Firefox 2.0: Mac OS X*

* When viewing Datango Trainer within Firefox on Mac OS X platform, certain functionality is either not available or sub-optimal. Specific functionality affected can be provided upon request.

6. PRICING NOTES

- 1 SunGard K-12 Education's pricing for services are bill 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.

EXHIBIT C: EQUIPMENT AND EQUIPMENT INSTALLATION

1. Equipment Prices.

- i. SunGard K-12 Education agrees to sell to Client and Client agrees to purchase the equipment identified in these Exhibits for the prices as set forth in these Exhibits.

2. Equipment Installation Services.

- i. SunGard K-12 Education will use its standard system assurance programs to individually test each unit of the Equipment according to the manufacturer's specifications, and when practical, integrate each unit for a total system test prior to shipment and installation at the Initial Installation Location.
- ii. If Client elects to have SunGard K-12 Education provide the Equipment installation services, then, at least 25 days prior to installation of the Equipment, representatives from SunGard K-12 Education will visit the Client's facilities on a mutually agreed date for the purpose of approving the locations for computer systems and principal components of the communications network and establishing plans for the installation of the Equipment and communications facilities. Travel costs incurred by SunGard K-12 Education associated with this visit are the responsibility of the Client, are additional, and will be billed by SunGard K-12 Education on a monthly, as-incurred basis.
- iii. SunGard K-12 Education or its designee will perform the installation services, for the installation fees provided for in these Exhibits, for the Equipment at the "Initial Installation Location" designated by the Client. Equipment installation will be completed on a mutually agreed date, subject to the obligations of Client to provide the operational environment for the equipment as provided below under "Client Responsibilities" but no later than 10 days prior to the date for which such installation is scheduled (the "Scheduled Installation Date").
- iv. SunGard K-12 Education will provide the Client with any manufacturer-provided reference documentation for operation of the Equipment.

3. Client Responsibilities.

- i. Client, at its own expense, must provide a suitable operating environment, appropriate power supplies and adequate workspace for the Equipment to be maintained in accordance with the manufacturer's recommendations. Client must provide access to Client's hardware system(s) and/or operational system software where and when necessary for SunGard K-12 Education to provide these services. Client is responsible to provide adequately trained personnel and hardware adequate to support their applications and user load as required to accommodate normal growth. Client must also provide trained personnel to administer these systems and perform software and data backups as required.
- ii. Client is responsible for the cost of all cabling, phone equipment, services and facilities needed to attach servers, workstations, printers and the like to the Equipment. This includes installing the cables and the labor or installation fees associated with the preparation of device locations.
- iii. Client will pay all costs of transportation and in-transit insurance for the Equipment to its facilities and all other related costs that may include special rigging, storage, packaging and similar charges. SunGard K-12 Education will not be responsible for any loss or damage to the Equipment caused by the fault or negligence of Client or its agents or employees, by non-SunGard K-12 Education alterations or servicing, by common carriers, force majeure, fire or other casualty.

4. Other Terms Applicable to Equipment Sales.

- i. SunGard K-12 Education's installation personnel will remain on Client's site not more than one day in the event of Client's failure to fulfill its site preparation obligations. Return trips, if necessary, will be invoiced to Client at SunGard K-12 Education's then prevailing service rates, plus expenses.

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:

- 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.

EXHIBIT E: MAINTENANCE AND SUPPORT

1. License 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.
- 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.

EXHIBIT F: 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 eSchoolPLUS software applications system(s) 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.

EXHIBIT G: DATANGO SOFTWARE SUPPLEMENT

Additional Definitions. "Datango Software" means the object code version of the software provided to SunGard K-12 Education by DATANGO, Inc. ("Datango") and identified under the name "Datango" in Exhibit B, herein.

1. **Ownership.** Datango owns the Datango Software.
2. **Restrictions on Use of Datango Software.** Client's use of the Datango Software is subject to the following additional terms and conditions:
 - i. Client has the right to use the Datango Software only in Object Code form, and only with the SunGard K-12 Education Licensed Software.
 - ii. Client acknowledges that the Datango Software is proprietary to Datango and is supplied by SunGard K-12 Education under license from Datango. Title to the Datango Software shall at all times remain vested in Datango 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 Datango Software is granted to Client;
 - iii. Client agrees that Datango shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the Datango Software or related materials;
 - iv. Client acknowledges and agrees that Datango is a third party beneficiary of this Agreement;
 - v. Client acknowledges and understands that the Datango Software may only be used by the number of users for the specific functions for which the license has been granted. The license is restricted to named users, employees of SunGard K-12 Education or a third party under contract with SunGard K-12 Education or an End-User using the Datango Software in conjunction with licensed Component System to create learning modules and courses, documentation and help files for internal use by Client or SunGard K-12 Education.
 - vi. The warranty provided in the Agreement applies to Datango Software.
 - vii. SunGard K-12 Education shall be responsible for installation, initial training, support and first level problem shooting for Client.

EXHIBIT H: MKS SOFTWARE SUPPLEMENT

Additional Definitions. "MKS Toolkit Software Programs" means any of the software programs and Documentation which is defined as the printed or electronic instructions, manuals, and diagrams pertaining to the software programs provided to SunGard K-12 Education by MKS, Inc. ("MKS") and identified under the name "MKS" in Exhibit B.

1. **Ownership.** MKS owns the MKS Toolkit Software Programs.
2. **Restrictions on Use of MKS Toolkit Software Programs.** Client's use of the MKS Toolkit Software Programs is subject to the following additional terms and conditions:
 - i. Client has the right to use the MKS Toolkit Software Programs only in Object Code form, and only with the SunGard K-12 Education Licensed Software.
 - ii. Client acknowledges that the MKS Toolkit Software Programs are proprietary to MKS and are supplied by SunGard K-12 Education under license from MKS. Title to the MKS Toolkit Software Programs shall at all times remain vested in MKS 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 MKS Toolkit Software Programs is granted to Client;
 - iii. Client agrees that MKS shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the MKS Toolkit Software Programs or related materials;
 - iv. Client acknowledges and agrees that MKS is a third party beneficiary of this Agreement;
 - v. Client acknowledges and understands that the MKS Toolkit Software Programs 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. The warranty provided in the Agreement applies to MKS Toolkit Software Programs.
 - vii. Client acknowledges and understands the MKS Toolkit Software Programs are "commercial items", developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" (as such terms are defined in the applicable acquisition regulations). If Client is the U.S. Government or any agency or department thereof (the "Government"), the MKS Toolkit Software Programs are licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

EXHIBIT I: OPTIO SOFTWARE SUPPLEMENT

Additional Definitions. "Optio Software" means the object code version of the software provided to SunGard K-12 Education by OPTIO SOFTWARE, INC. ("Optio") and identified under the name "Optio" in Exhibit B, herein.

1. **Ownership.** Optio owns the Optio Software.
2. **Restrictions on Use of Optio Software.** Client's use of the Optio Software is subject to the following additional terms and conditions:
 - i. Client has the right to use the Optio Software only in Object Code form, and only with the SunGard K-12 Education Licensed Software.
 - ii. Client acknowledges that the Optio Software is proprietary to Optio and is supplied by SunGard K-12 Education under license from Optio. Title to the Optio Software shall at all times remain vested in Optio 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 Optio Software is granted to Client;
 - iii. Client agrees that Optio shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the Optio Software or related materials;
 - iv. Client acknowledges and agrees that Optio is a third party beneficiary of this Agreement;
 - v. Client acknowledges and understands that the Optio Software may only be used by the number of users for the specific functions for which the license has been granted.
 - vi. The warranty provided in the Agreement applies to Optio Software.
 - vii. SunGard K-12 Education shall be responsible for installation, initial training, support and first level problem shooting for Client.