



Signing Instructions:

Thank you for selecting SunGard K-12!

Two original copies of the following documents have been signed by SunGard K-12 and included in this packet:

- 1. Addendum and Exhibits

Please sign **and** date the documents with pages flagged and return one signed original of each document to:

SunGard Public Sector LLC
 (d/b/a SunGard K-12)
 3 West Broad Street
 Bethlehem, PA 18018
 Telephone: 610-691-3616
 Toll Free: 866-905-8989
 Fax: 610-954-8378

Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Mike Lovejoy
 Telephone: (866) 905-8989, Ext. 27385
 Email: mike.lovejoy@sungardps.com

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address:

Billing Attention:

Other:

Thank you!



CONTRACT NO. 2633

SunGard Public Sector LLC an FIS Company
d/b/a "SUNGARD K-12" formerly known as SunGard Public Sector Inc. d/b/a
SunGard K-12 Education

AMENDMENT AND ADDENDUM

Client:
College Station Independent School District
1812 Welsh Avenue
College Station, TX 77840-4800
Telephone: (979) 764-5569
Attn: David Hutchison, Director of Technology

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

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

LIMITATIONS OF LIABILITY.

I. FOR SOFTWARE LICENSE AND SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT.

II. FOR TERM LICENSES AND SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ANNUAL FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

EXHIBITS TO ORDER FORM

EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

- 1. Third Party Software as a Service (Term License)

EXHIBIT C: PAY AGENT SUPPLEMENT

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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.

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 LLC

BY: _____
PRINT _____
PRINT _____
DATE SIGNED: _____

DRAFT

BY: _____
PRINT NAME: Adam R. Eberle
PRINT TITLE: Chief Commercial Officer
DATE SIGNED: _____



EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

- | | | |
|---|--|-----------------|
| 1 | Third Party Software as a Service (Term License) | \$80,000 |
| | Year 1: Annual Term License fee is due upon Execution Date | |

TOTAL SOFTWARE AND SERVICES ⁽¹⁾:	\$80,000
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- ¹ Project travel expenses have been estimated based on project scope and anticipated travel for training and project execution. All travel expenditures will be approved by the District.



EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. THIRD PARTY SOFTWARE AS A SERVICE (Term License)

Third Party		Software as a Service
^{(1) (2)} Pay Agent		1st Year Project Fee
Mizuni		
Mizuni Data Warehouse and Dashboard Suite		80,000
Subtotal Proposed Applications:		\$80,000

Pay Agent

- ¹ First year maintenance and support included at no additional cost.
- ² Pay Agency products are third party products licensed directly from the supplying vendor, as well as subsequent renewals if applicable. Please refer to the attached Implementation Budget Proposal from Mizuni dated June 17, 2016 for detailed budget (including Year 2 fees), project and licensing terms.

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EXHIBIT C: 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 as Client's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard K-12, 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 as Client's pay agent as provided for in this Section 2; and SunGard K-12 covenants and agrees that, promptly after receipt of payment from Client, SunGard K-12 will make payment to each Vendor for Client's procurement of the Pay Agency Products.
3. **Pay Agency Products Procurement.** SunGard K-12 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 will remit payments made to SunGard K-12 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, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD K-12 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 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 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's status as Client's pay agent will expire promptly after SunGard K-12 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 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 EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **LIMITATIONS OF LIABILITY.**
 - i. **LIMITED LIABILITY OF SUNGARD K-12.** EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CLIENT TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD K-12 WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD K-12 BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

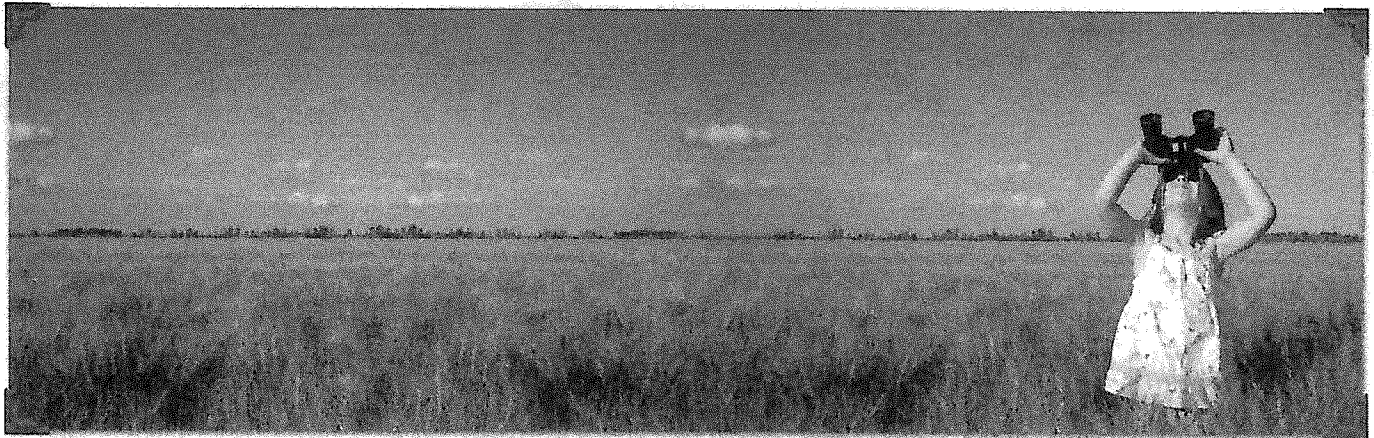
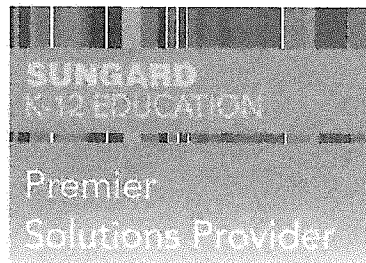
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CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD K-12 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

College Station Independent School District

Implementation Budget Proposal for
Mizuni Data Warehouse and Dashboard Suite

June 17, 2016



Mizuni, Inc.
14900 Landmark Boulevard, Suite 150
Dallas, TX 75254
www.mizuni.com



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BUDGET PROPOSAL

PROJECT APPROACH

Based on the information gathered during an onsite meeting with the College Station ISD committee on Friday, January 29, 2016 and combined with Mizuni Best Practices, Mizuni proposes the following multi-deliverable approach to successfully implement a district-wide Enterprise Education Data Warehouse solution.

- **Deliverable 1: Implement the Mizuni Integration Solution**
 - Deploy and configure the Mizuni Integration Server.
 - Deploy and configure the Mizuni Data Adapter for Sungard K12 eSchoolPLUS.
- **Deliverable 2: Implement the Mizuni Data Warehouse and Dashboard Suite**
 - Deploy and configure the Mizuni Data Warehouse and Dashboard Suite.
 - Load historical student information system data from eSchoolPLUS (beginning with SY2010).
 - Synchronize the Mizuni Data Warehouse with current school year data published via the eSchoolPLUS Data Adapter.
 - Import state and district assessment data files.
 - ACT, AP, CogAT, EXPLORE, NWEA MAP, PLAN, PSAT, SAT, STAAR, TAKS, TELPAS (other assessment data files TBD)
 - Need to do a gap analysis between all the District assessment files and existing Mizuni Assessment Importers.
- **Deliverable 3: Implement Mizuni Aspire Perform**
 - Configure the cloud-based Mizuni Aspire Perform solution.
 - Load historical and current school year data.
 - Configure user/role security permissions.
 - Deliver training based on District training requirements.

- **Deliverable 4: Deliver Mizuni Customization Services**
 - Customization Scope: TBD
 - Customization Services: Typical Mizuni Customization services includes:
 - Mizuni Custom Reporting Services: Design, develop and deploy custom reporting services utilizing Microsoft SQL Server Reporting Services and the Mizuni Reports Portals based on custom district business needs.
 - Mizuni Custom Dynamic Pages: Design, develop and deploy custom Mizuni Dynamic Pages based on custom district business needs.
 - Mizuni Custom Integration Services: Design, develop and deploy custom integration services utilizing Microsoft SQL Server Integration Services based on custom district business needs.
- **Deliverable 5: Deliver Dashboard Suite Training Services**
 - Configure user/group security permissions within the District LDAP solution.
 - Deliver training to technology staff, district administrator staff and site-level pilot group staff in eight (8) 2 ½ hour training sessions. 200 trained staff assuming 25 attendees per session.
- **Deliverable 6: Other District-Wide Application Integration**
 - Deploy Mizuni Identity Manager for Microsoft Active Directory to automate management of student accounts.

Upon implementation of the project plan outlined in this Proposal, the District will have a fully functional Enterprise Education Data Warehouse solution to support advanced district data initiatives.

FIRST YEAR BUDGET PROPOSAL

In consideration of the project plan outlined in this Proposal, Mizuni proposes the following project budget.

- **Deliverable 1: Implement the Mizuni Integration Solution**
- **Deliverable 2: Implement the Mizuni Data Warehouse and Dashboard Suite**
- **Deliverable 3: Implement Mizuni Aspire Perform**
- **Deliverable 4: Deliver Mizuni Customization Services**
- **Deliverable 5: Deliver Dashboard Suite Training Services**
- **Deliverable 6: Other District-Wide Application Integration**

Deliverable	Budget Line Item	Purchasing Terms	Budget
1	Mizuni Integration Server	Annual term license	\$6,000
	Mizuni Deployment Services (Integration Server)	One-time cost	\$1,200
	Mizuni Data Adapter for Sungard K12 eSchoolPLUS	Annual term license	\$4,800
	Mizuni Deployment Services (eSchoolPLUS)	One-time cost	\$1,800
	DELIVERABLE 1 TOTAL		
2	Mizuni Data Warehouse and Dashboard Suite	Annual term license	\$48,100
	Mizuni Deployment Services	One-time cost	\$2,400
	Mizuni Data Load Services (Historical)	One-time cost	\$6,000
	Mizuni Data Load Services (Current Year)	One-time cost	\$2,400
	DELIVERABLE 2 TOTAL		
3	Mizuni Aspire Perform	Annual term license	\$12,100
	Mizuni Deployment Services	One-time cost	\$2,400
	DELIVERABLE 2 TOTAL		
4	Mizuni Customization Services _A	One-time cost (T&M)	N/A
	DELIVERABLE 4 TOTAL		
5	Mizuni Security and Permission Services	One-time cost	\$2,400

	Mizuni Training Services	One-time cost	\$2,400
	DELIVERABLE 5 TOTAL		\$4,800
6	Mizuni Identity Manager for Microsoft Active Directory (Student Accounts)	Annual term license	\$4,800
	Mizuni Deployment Services (Identity Manager)	One-time cost	\$2,400
	DELIVERABLE 6 TOTAL		\$7,200
Other	Mizuni Project Management Services (Deliverables 1-6)	One-time cost	\$6,000
	Mizuni Project & Travel Expenses ^b	One-time cost (T&M)	\$1,800
	DELIVERABLE OTHER TOTAL		\$7,800
SUBTOTAL			\$107,000
(100% DISCOUNT FOR DELIVERABLE 3)			(\$14,500)
(25% DISCOUNT ON ESCHOOLPLUS ADAPTER)			(\$1,200)
(25% DISCOUNT ON IDENTITY MANAGER)			(\$1,200)
(\$10,100 DISCOUNT ON DATA WAREHOUSE SOFTWARE)			(\$10,100)
TOTAL			\$80,000

^a All customization services will be approved by the District and billed on a time and materials (T&M) basis.

^b Project travel expenses have been estimated based on project scope and anticipated travel for training and project execution. All travel expenditures will be approved by the District.

YEAR 2 SOFTWARE LICENSES & SERVICES

The following table outlines the yearly (annual renewal fees) software license costs in Year 2 and each year thereafter:

Deliverable	Budget Line Item	Purchasing Terms	Budget
1	Mizuni Integration Server	Annual term license	\$6,000
	Mizuni Data Adapter for Sungard K12 eSchoolPLUS	Annual term license	\$4,800
2	Mizuni Data Warehouse and Dashboard Suite	Annual term license	\$48,100
3	Mizuni Aspire Perform	Annual term license	\$12,100
6	Mizuni Identity Manager for Microsoft Active Directory (Student Accounts)	Annual term license	\$4,800
SUBTOTAL			\$75,800
(100% DISCOUNT ON ASPIRE PERFORM LICENSE)			(\$12,100)
(25% DISCOUNT ON ESCHOOLPLUS ADAPTER)			(\$1,200)
(25% DISCOUNT ON IDENTITY MANAGER)			(\$1,200)
TOTAL			\$61,300

^ All customization services will be approved by the District and billed on a time and materials (T&M) basis.

NOTE: Annual Subscription and Annual Maintenance fees include unlimited technical support and both minor and major upgrades for the applicable software during the term period. In coordination with the District, Mizuni Customer Support staff deploys and configures all installations and upgrades of Mizuni software.

OTHER BUDGET CONSIDERATIONS

The following items are **not** included in the proposed Mizuni budget and are **required** to successfully implement the project plan outlined in this Proposal:

- Hardware and Software: Recommended server hardware has been provided in *Recommended Hardware and Software* section of this proposal.

RECOMMENDED HARDWARE AND SOFTWARE

Based upon the District size and the proposed solution, Mizuni recommends the following server configuration:

- Three Web/Application Server
 - Microsoft Windows Server 2012R2 (minimum 2008R2) Standard Edition (64-bit)
 - 2+ processor cores
 - 4GB RAM
 - 73GB+ for operating system and data
- One SQL Database Server
 - Microsoft Windows Server 2012R2 (minimum 2008R2) Standard Edition (64-bit)
 - Microsoft SQL Server 2014 (minimum 2012) Standard Edition (64-bit)
 - 4+ processor cores
 - 8GB RAM
 - 73GB+ for operating system and data
 - 100GB+ for database data
 - 100GB+ for database logs

IMPLEMENTATION TIMELINE

Upon hardware, operating system and Microsoft SQL Server procurement and remote access for the Mizuni Implementation team, Mizuni proposes the following implementation timelines to fulfill the district requirements.

Timeframe	Implementation Tasks
Month 1	<ul style="list-style-type: none"> • Hardware/OS/SQL procurement (District) • Configure remote network access (District) • Test hardware and remote access (Mizuni & District) • Deploy all Mizuni software (Mizuni) • Gather and organize (on a network share) state assessment and other assessment student result files (original files from testing vendor companies) (District) • Load historical data from eSchoolPLUS to Mizuni Data Warehouse (Mizuni) • Historical data validation (District) • Resolve historical data issues (Mizuni)
Month 2	<ul style="list-style-type: none"> • Load current year data from eSchoolPLUS to Mizuni Data Warehouse (Mizuni) • Load all assessment data from original student result files into Mizuni Data Warehouse (Mizuni & District) • Configure Microsoft Active Directory for user authentication and authorization (Mizuni & District) • Pilot Mizuni Dashboard Suite with technology/curriculum/district staff for additional data vetting (Mizuni & District) • Scope and approve for delivery of Customization Services (Mizuni & District) • Continue development of importers within the Mizuni Aspire Assessment Importer app (Mizuni)
Month 3	<ul style="list-style-type: none"> • Configure and load historical and current data into Mizuni Aspire Perform (Mizuni) • Create and approve training/rollout plan (District & Mizuni) • Continue scope and delivery of Customization Services (Mizuni & District)
Month 4+	<ul style="list-style-type: none"> • Continue scope and delivery of Customization Services (Mizuni & District) • Execute training plan (Mizuni & District)

BUDGET AND LICENSING TERMS

This section outlines general budget and licensing terms applicable to this Proposal.

- This Proposal can only be approved by an executed Sungard K12 Addendum Agreement. Please refer to the Sungard K12 Addendum Agreement for payment schedule and other terms not directly stated in this section.
- All District purchase orders for this Proposal (including renewal fees) will ship to Mizuni.
- All invoices for this Proposal (including renewal fees) will ship from Mizuni.
- All renewal letters/quotes for this Proposal will ship from Mizuni.
- All products and services in this Proposal will be delivered and performed by Mizuni.
- All software licenses will automatically renew unless the District provides written notice sixty (60) days prior to the upcoming software renewal date.