

MANAGESOFT Software License Agreement

1. TERMINOLOGY: In this License Agreement the Licensor is MANAGESOFT Corporation ("MANAGESOFT") and the Licensee is a Corporation or other organization including any entity controlling, controlled by or under common control with, the named Licensee. "You" refers to the Licensee.

The MANAGESOFT™ software products ("Software") consist of multiple components. When the term "Software" is used alone, it means any one or any combination of the MANAGESOFT software components.

"Client Agents" means those components or combination of components of the Software that are required to be installed on a Managed Device in order to perform a Management Function on that or any other Managed Device.

"Employee" means any person who is employed by the Licensee or any person who normally works at the premises of the Licensee as a contractor.

"External End-users" are persons or entities who are not Employees, Subsidiaries or Affiliates of the Licensee.

"Managed Device" is any device for which any Software Management Function is performed, including but not limited to personal computers, servers, point of sale terminals, personal digital assistants, or hand-held computers.

"Software Management Function" is any function performed by the Software for a Managed Device, including but not limited to delivering, installing, updating or repairing any computer program or data file; or monitoring, tracking, or reporting on the status or history of any software or hardware components on or used by the Managed Device.

"Critical Application" means any use of the Software (i) where failure of the Software may directly result in death, personal injury, severe property damage or environmental damage, or (ii) in life support applications, devices or systems.

2. GRANT. Upon payment of applicable license fees, MANAGESOFT grants to you a non-exclusive license to use the Software and any accompanying documentation ("Documentation") in the manner and with the limitations described below under "Scope of Grant."

3. SCOPE OF GRANT. Your use of the Software is limited to performing one or more Software Management Functions for the number of Managed Devices specified for each Software product on each License Certificate attached as a schedule to this Agreement (The License Certificate) for the license period specified and subject to all restrictions specified therein. Subject to all such restrictions you may:

- perform Software Management Functions for the number of Managed Devices scheduled on Schedule 1 and used by an Employee in the performance of his or her duties for the Licensee;
- copy the Software for back-up purposes, provided that any copy must contain all of the original proprietary notices;
- distribute the Client Agents to the number of External End-users specified in Schedule 1, the License Certificate, providing each such copy of the Client Agents is accompanied by MANAGESOFT's External End-User

License Agreement in printed or electronic form, such that each External End-user of the Client Components must execute such license agreement on installation or on first use of the Client Agents; and,

- perform Software Management Functions for any Managed Device used by an External End-user pursuant to the terms of this Agreement and scheduled on Schedule 1.

You may not:

- permit other individuals or entities to use the Software except as expressly permitted by this Agreement and under the terms listed herein;
- modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software;
- use the Software for competitive analysis in support of a competing product or remove any proprietary notices or labels on the Software;
- copy the Software other than as specified above;
- modify, rename, or otherwise amend the Windows® Installer installation files provided by MANAGESOFT for installing the Software;
- rent, lease, or sub-license the Software under any circumstances, or distribute the Software other than as expressly permitted elsewhere in this Agreement;
- grant a security interest in, or otherwise transfer rights to the Software without the prior written consent of MANAGESOFT;
- use the Software for any Critical Application.

4. LIMITED WARRANTY. MANAGESOFT warrants that, for a period of ninety (90) days from the date of receipt of the Software, (a) the Software, if operated as directed, will substantially achieve the functionality described in the Documentation; and (b) the media, if provided by MANAGESOFT, containing the Software is free from defects in material and workmanship. MANAGESOFT does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. You have relied on your own skill and judgment in determining that the Software sufficiently meets your requirements and in deciding to acquire the Software.

This limited warranty shall be void: if any modifications are made to the Software other than by MANAGESOFT during the warranty period; if the media is subjected to accident, abuse, or improper use; if you violate the terms of this Agreement; if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the software was designed to be used; if the warranty period has expired before you report your warranty claim; or, if you do not provide evidence satisfactory to MANAGESOFT, when making your warranty claim, of the date you purchased a license to the Software.

5. CUSTOMER REMEDIES. MANAGESOFT's entire liability, and your exclusive remedy, for any breach of this warranty shall be, at MANAGESOFT's option: (i) to replace your defective media; or (ii) to advise you how to achieve

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substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if MANAGESOFT determines that the above remedies are impracticable, to refund the license fee you paid for the Software. MANAGESOFT will use reasonable commercial efforts to repair, replace, advise or, refund pursuant to the foregoing remedies within 30 days of being notified of your warranty claim. Any replacement Software or Documentation shall be warranted for the remainder of the original warranty period or thirty (30) days from receipt, whichever is the longer.

THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY EXPRESSLY MADE BY MANAGESOFT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. TO THE FULL EXTENT PERMITTED BY LAW, MANAGESOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NO MANAGESOFT DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

6. INDEMNITY. In addition to the foregoing warranties, MANAGESOFT warrants that the Software does not infringe or violate any patent, trademark, trade secret, or other proprietary right of any third party. MANAGESOFT agrees to indemnify you and hold you harmless from and against any claim, loss, damage, expense, or liability from or to any third party that may result from any breach by MANAGESOFT of the foregoing warranty, provided that the Software has not been amended and provided you give MANAGESOFT prompt notice and reasonably assist in the defense of any such claim. You agree to indemnify and hold harmless MANAGESOFT for any claim, loss, damage, expense, or liability from or to any third party arising from your use or alleged use of the Software in a manner which allegedly violates any third party software license agreements or privacy rights.

7. FEES AND PAYMENT TERMS. All fees set forth on Schedule 1 are due and payable by Licensee to MANAGESOFT upon receipt of invoices by the Licensee. Where the term consists of successive periods of years, further License fees (which will be those prevailing on the commencement of each successive period) are due and payable prior to the commencement of each such period. Unless otherwise stated all fee amounts are US dollars.

All sums set forth in this Agreement are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, all taxes, charges, fees, duties and other governmental imposts or levies (other than taxes on MANAGESOFT'S income) including without limitation Goods and Services Tax, Value-Added Tax, customs duties, sales tax, stamp duties and any other penalties or interest payable with respect to the foregoing. The Licensee shall be responsible for all of these taxes and shall indemnify and hold MANAGESOFT harmless against the same. Any claimed exemption from such duties or taxes must be supported by proper documentary evidence delivered to MANAGESOFT.

If any payment due under this Agreement becomes overdue, without prejudice to any other rights of MANAGESOFT (including without limitation, the suspension of support services) MANAGESOFT shall have the right to charge and you hereby agree to pay interest on such sums against MANAGESOFT's invoice(s) at the rate of 2% per month (or part thereof), or such other maximum amount as is permitted by law.

8. TITLE. Title, ownership rights, and intellectual property rights in the Software shall remain in MANAGESOFT and/or its suppliers. The Software is protected by copyright laws and treaties. Title and related rights in the applications and content accessed through or deployed by the Software is the property of the applicable rights owner and may be protected by applicable laws. This License gives you no rights to such content or applications.

9. THIRD PARTY MATERIALS. MANAGESOFT may provide to you certain software that is labelled as being provided by and/or owned other than by MANAGESOFT ("Third Party Materials") in connection with the Software. You acknowledge you may be licensing such Third Party Materials directly from the third party, including the right to use such Third Party Materials in connection with the Software. Certain Third Party Materials supplied by the MANAGESOFT are Open Source Materials, and as such are governed by open-source software license agreements supplied with such Open Source Materials, such as the GNU Public License. MANAGESOFT makes no claim to the ownership of Open Source Materials, and such Open Source Materials are supplied solely in accordance with the license agreements accompanying such software. Accordingly, the provisions under Scope of Grant, Limited Warranty, Indemnity, and other provisions do not apply to such Open Source Materials. However, the provisions under "LIMITATION OF LIABILITY" do apply for all Third Party Materials.

10. TERMINATION ON BREACH. The license will terminate automatically if you fail to comply with the limitations described herein. On termination, you must destroy all copies of the Software.

11. EXPORT CONTROLS. You may not use the Software or applications incorporating Software components except in compliance with applicable export laws and regulations.

12. LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL MANAGESOFT OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, YOUR VIOLATION OF PRIVACY RIGHTS, YOUR VIOLATION OF THIRD PARTY SOFTWARE LICENSE AGREEMENTS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF MANAGESOFT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MANAGESOFT'S ENTIRE LIABILITY UNDER ANY PROVISIONS OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR A LICENSE TO THE SOFTWARE.

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13. REFERENCES. You agree to act as a reference regarding both MANAGESOFT and the Software, and to publication of press releases advising of your purchase of the Software. MANAGESOFT may list you as a customer in any list of four or more MANAGESOFT customers, providing such listing is not related to explicit endorsement of MANAGESOFT.

14. MAINTENANCE SERVICES. Maintenance Services must be paid for twelve months in advance. Maintenance Services will only be supplied for the then current and one prior release of Software for either 10 hours x 5 days per week, or a 24 hours x 7 days per week, as specified in Schedule 1.

Maintenance services shall consist of operational assistance and technical support to be rendered in the English language by MANAGESOFT to the number of Employees authorized to contact MANAGESOFT for Maintenance Services listed in Schedule 1, in order that Software may operate satisfactorily according to the then current version of MANAGESOFT's Software documentation. In addition, you shall be supplied, without additional charge, a copy of any upgrades to Software (but excluding any new products, even if such new products include portions of the Software) that may be developed, together with a copy of any additional related documentation so long as you subscribe to MANAGESOFT'S Maintenance Services. Title to, and copyright in, such additional related documentation shall not pass to you on delivery but shall remain with MANAGESOFT at all times. Availability of versions of Software and related documentation in languages other than English will be at the sole discretion of MANAGESOFT.

MANAGESOFT shall not be required to provide support services unless you provide MANAGESOFT with all information and documentation reasonably requested by it relating to the support services requested by you. If any such services are provided by MANAGESOFT, and no fault in the Software is found to exist, you shall pay MANAGESOFT's then prevailing rate for such service, plus travel and other expenses reasonably incurred by MANAGESOFT.

15. MAINTENANCE SERVICES RENEWAL. Upon expiration, the maintenance period will be automatically extended for a further 12 months or an agreed period of no less than 12 months, subject to the then prevailing maintenance fees of MANAGESOFT applicable to the Software. Such extension, however, shall not occur if either party gives at least 30 days' prior written notice to the other party of its intention to terminate the same on the expiration of the then current period. A reinstatement charge at MANAGESOFT's then current rates will apply if you seek renewal of Maintenance Services after the Maintenance Services agreement has been terminated for any reason.

16. MISCELLANEOUS. This License is the complete and exclusive statement of agreement between the parties concerning the Software. It may be amended only by a written agreement executed by both parties. If any provision of this License is held to be invalid by any court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remainder of the License shall nonetheless remain in full force and effect. This License Agreement shall be governed by the laws of the State of Florida, with venue in a court of competent jurisdiction in and for Palm Beach County, Florida, without giving effect to its conflict of laws principles. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

17. US GOVERNMENT CONTRACTS. If the Software or documentation is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees that such Software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to such Software or documentation are limited by the terms of this License Agreement, pursuant to FAR 12.212(a) and/or DFARS 227.7202-1(a), as applicable.

Agreed to: **MANAGESOFT CORPORATION**

By:

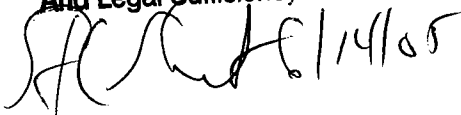


Graeme Greenhill, VP Operations

Date: 6/14/05

ManageSoft Corporation
55 State Street, 28th Floor,
Boston, MA 02109

**Approved As To Form
And Legal Sufficiency**



Agreed to: **The School Board of Palm Beach County, Florida**

By:

Thomas E. Lynch, Chairman

Date: _____

Attest:

By: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____

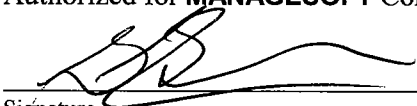
The School Board of Palm Beach County, Florida
3344 Forest Hills Blvd
West Palm Beach, FL 33406

SCHEDULE 1 - MANAGESOFT Software License Certificate

Date of Agreement: _____ Issued to (Licensee) The School Board of Palm Beach County, Florida
of 3344 Forest Hills Blvd
West Palm Beach, FL 33406

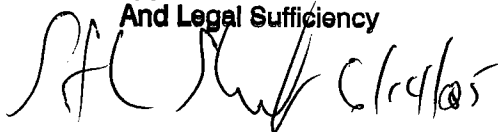
This document serves as a purchase order when signed by Licensee listed above, and as a License Certificate when when signed by MANAGESOFT Corporation. Subject to the definitions, terms and conditions set out in the MANAGESOFT Software License Agreement, and the restrictions set out below, the Licensee named above is licensed to use the Software and distribute copies of the Client Agent to, or perform Software Management Functions on, the specified number of Managed Devices indicated below. The Number of Managed Devices for Windows Clients scheduled below will be increased to the lesser of 55,000 devices, or the number of Windows managed devices determined by the first full inventory count. For a period of seven (7) years from the effective date of this Agreement Licensee may purchase licenses for additional Managed Devices in lots of 500 or more Managed Devices at the same discount level represented by the price for the initial purchase.

Product:	ManageSoft Software Management Suite	ManageSoft Inventory & License Mgmt	ManageSoft Security Patch Management	ManageSoft Windows Deployment	ManageSoft IT Business Intelligence	ManageSoft Refresh
License fee and terms:	As agreed between Licensee and authorized reseller IBM Global Services					
Commencement date of License:	June 30, 2005					
Period of License:	Perpetual	Perpetual	Perpetual	Perpetual	Perpetual	One use on each Managed Device.
Number of Managed Devices						
- Windows Clients	50,000	50,000	50,000	50,000	50,000	50,000
- Windows Servers	1,000	1,000	1,000	1,000	1,000	1,000
- Linux Clients	None	None	None	None	None	None
- Linux Servers	None	None	None	None	None	None
- UNIX Clients	None	None	None	None	None	None
- UNIX Servers	None	None	None	None	None	None
Number of Managed Devices used by External End-users	None	None	None	None	None	None
Other Restrictions on Use of the Software:	None	None	None	None	None	The Software may be used only one time on each Managed Device.
Initial Maintenance fee:	As agreed between Licensee and authorized reseller IBM Global Services					
Initial Maintenance Period:	June 30, 2005 to June 29, 2008					
Number of Employees authorized to contact MANAGESOFT for Maintenance Services:	Five (5) Employees					
Maintenance Services Level:	Standard (10x5)					

Authorized for **MANAGESOFT** Corporation

Signature _____ Date 6/14/05
Graeme Greenhill, VP Operations

Agreed for Licensee

Signature _____ Date _____
Thomas E. Lynch, Chairman

**Approved As To Form
And Legal Sufficiency**


Signature _____ Date _____
Arthur C. Johnson, Ph.D., Superintendent