

**Project Lead The Way, Inc.
SOFTWARE LEASE AGREEMENT**

2005 - 2006

This Agreement is by and between School District of Palm Beach County ("District") located in West Palm Beach, FL and Project Lead The Way, Inc. ("PLTW") with offices at 747 Pierce Road, Clifton Park, NY.

1. **Software:** PLTW has leased software from four major vendors in order to sub-lease to schools teaching PLTW courses. The software lease options available are explained in paragraph "3" of this agreement.
2. **Lease:** PLTW grants a sub-lease to those in the PLTW network to use, for educational purposes only, the software lease options selected by the District/School for the 2005 - 2006 academic year. The lease includes the use by PLTW teachers for teaching and professional development purposes. All software sublicensed under this Agreement shall be subject to the standard end-user license agreement provided by the licensor, a copy of which is included with the software.

The software options leased is dependent upon which PLTW courses will be offered by the District/School and non-PLTW course needs. Each software option lease has a specified location usage and number of seats usage, which must be adhered to by the School District and School Sites. Some software options are District Wide (DW), meaning they can be used throughout the School District, and some are School Site (SS), meaning they can only be used in a single school building. Additional seats may be leased as needed by the School District or School Site.

3. Software Options:

Introduction To Engineering Design (IED), Principles Of Engineering (POE), Gateway To Technology (GTT), Civil Engineering/Architecture (CEA) And Computer Integrated Manufacturing (CIM)

- Your Autodesk lease will now include AutoCAD, Autodesk Revit, Autodesk Inventor Professional, Autodesk Viz, and Autodesk Architectural Desktop. These products comprise the Autodesk Design Academy (ADA) Package. The specially priced annual lease through PLTW is \$3,995.00.
- You may now use Autodesk products for classes *other than PLTW classes*.

- You will have 100 licenses of the Autodesk Inventor Professional for your school. High Schools may share their Autodesk Inventor Professional licenses with participating district Middle Schools within the 100 license parameter.
- High Schools in their first year of PLTW implementation may elect to lease just Autodesk Inventor Professional for \$2,900. In this scenario, you will have 100 licenses of Autodesk Inventor Professional *that may only be used in conjunction with PLTW courses*. First year schools would then migrate to the ADA lease in year two.
- Middle Schools without a participating district High School may also choose the Autodesk Inventor Professional option for \$2,900 per year.

Software	DW or SS	Number of Seats	Unit Cost
Autodesk ADA Package	SS	100	\$3,995.00
First Year High School Inventor Only	SS	100	\$2,900.00
Middle School Only	SS	100	\$2,900.00

Digital Electronics (DE)

Software	DW or SS	Number of Seats	Unit Cost
MultiSIM	SS	25	\$650.00
Ultiboard-(Optional) Printed Circuit Board Layout software	DW	25	\$600.00

Computer Integrated Manufacturing (CIM)

Software	DW or SS	Number of Seats	Unit Cost
CIM Bundle Includes:			\$1,600.00
Eshed Robotic Robocell	DW	30	
CNC Motion	DW	30	
Edge CAM	DW	25	

Additional Seats:			
Eshed Robotic Robocell	DW	30	\$600.00
CNC Motion	DW	30	\$800.00
Edge CAM	DW	25	\$500.00

**Open-CIM (Optional)	DW	30	\$650.00
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** School Districts may choose to lease the Open-CIM software program to enhance student learning. The Open-CIM software from Intelitek, Inc. is used to teach students the principles of automated production using robotics, computers, and CNC machines by designing work cells. It allows users to search for optimal production techniques by experimenting with different cell designs. Students can also design production schedules, conduct Manufacturing Resource Planning (MRP), order entry items, track materials, and conduct database management.

4. **Copyright:** The copyright of each software package remains with its owners and is protected by US Copyright law and all right, title and interest in and to the software, including intellectual property rights, remains with the owners. This lease gives the School District/School Site limited right to its use. The **School District/School Site agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the School District/School Site agrees to secure the software in the School District/School Site safe or vault.** The School District/School Site agrees that if they materially breach this Agreement, the Agreement is terminated and all software shall be immediately returned to PLTW. Any remedies sought by the vendor for the School District/School Site's breach shall inure to the School District/School Site and PLTW shall not be liable in any way for the School District/School Site's breach.
5. **Term:** The term of this lease is the 2005-2006 school year. At the end of the school year, the School District/School Site agrees to cease the use of the software.
6. **Limitation of Liability:** PLTW assumes no liability for the non-performance of the software, but will provide reasonable assistance to resolve non-performance issues with the owner of the software.
7. **Representation:** PLTW represents and warrants that, to the best of its knowledge; it has full authority to enter into this Software Lease Agreement and has sufficient rights to grant District the licenses granted herein. PLTW will indemnify and hold the District harmless from liability of any nature or kind, including reasonable costs and expenses resulting from a breach of this representation, including the rightful use of the software by the District. The PLTW Technology Department will support the software in this lease agreement during the duration of this contract as needed. In the event of defects in the software, PLTW will vigorously seek to remedy such defects using any of all remedies it has against the software owners.

8. **Payment:** The School District shall submit a Purchase Order to PLTW for whatever option(s) the School District/School Site chooses. PLTW will invoice the School District at time of delivery of the software and the School District agrees to pay the Invoiced amount within 60 days.

Agreed to this ____ day of _____, 2005, by:

School District of Palm Beach County



Signature of Authorization

Project Lead The Way, Inc.

Print Name Here

Niel Tebbano
Print Name Here

Title

Director of Operations
Title

"Reviewed & Approved As To
Legal Form and Sufficiency"

Carla K... 3/31/05