

**ORDER AGREEMENT**

This Order Agreement ("Order Agreement"), effective as of the 29th day of June, 2005 ("Effective Date"), is by and between Cognos Corporation, a Delaware corporation located at 15 Wayside Road, Burlington, Massachusetts 01803 ("Cognos") and the business entity identified below ("Licensee") and shall be governed by the Software Contract No. 252-040-03-1 (the "Terms") by and between Cognos and the State of Florida, Department of Management Services effective as of December 2, 2002. Capitalized terms in this Order Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Order Agreement, the provisions of this Order Agreement shall govern.

1. **Licensee:** School Board of Palm Beach County  
3370 Forest Hill Blvd., B-202  
West Palm Beach, FL 33406

2. **Software License Terms:**

Cognos grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise provided in the Terms) license to use the following Software solely for Licensee's internal use in North America:

*License*

Item No.	Software Product	License Type	No. of Named Users/Copies
1	ReportNet Developer	Named User/Intranet	1

Licensee shall receive Cognos Standard Support beginning on the Effective Date, renewable annually.

**Definitions and Restrictions**

- (i) "Single-Copy License" or "SCL" means a number of individual copies of Software with no right to copy the Software.
- (ii) "Intranet" means use of Software by Licensee's employees using an internal network not accessible to the general public.
- (iii) "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.
- (iv) "Related Server" means a reasonable number of copies of the corresponding Windows network server Software required solely to allow Licensee to deploy and support the applicable Named Users licensed pursuant to this Order Agreement in a production environment.
- (v) "ReportNet Developer" license requires Licensee to restrict Named Users to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, personalize standard reports, use the Query Studio and Report Studio modules and functionality, administer the ReportNet environment in order to provide server administration and security and report scheduling administration, model metadata via Framework Manager, and access the ReportNet API via SDK to perform customization to meet unique requirements, and Licensee will configure the ReportNet software delivered pursuant to this Order Agreement in a manner consistent with the foregoing limitations to ensure that Licensee and any such Named Users are restricted from using any other functionality of the ReportNet software.

3. **Fees/Payment Terms:**

License Fee\*: 0

\*First Year Support Services included at no additional charge.

Shipping and tax not included.

4. **Related Documentation:**

Licensee shall receive one (1) copy of Related Documentation for each Software item licensed hereunder. Licensee has the right to make extra copies of Related Documentation up to the number of copies licensed; provided Licensee reproduces all proprietary right notices which appear on the original version of Related Documentation.

5. **Reporting Center(s):**

Licensee shall designate two individuals as authorized contacts for all support calls from Licensee which shall be placed with the Cognos Support Center in North America. Licensee shall provide Cognos with the names of the individuals designated as support contacts within 30 days from the Effective Date. Licensee shall have the right to permanently change the individuals designated as support contacts provided Licensee does not have more than the designated number of individuals authorized to make support inquiries to Cognos at any time.

6. **Additional Terms:**

- (i) The terms set forth herein are only valid if Cognos receives an executed copy of this Order Agreement prior to the close of business on June 29, 2005.
- (ii) Licensee understands that the terms set forth in this Order Agreement, including, but not limited to, the licensing and pricing terms, are Cognos Confidential Information, and Licensee may not disclose such terms to any third party, except as required by law (delineated in Chapter 119, Florida Statutes).

THE AUTHORIZED REPRESENTATIVES OF COGNOS AND LICENSEE HAVE EXECUTED THIS ORDER AGREEMENT SIGNIFYING THEIR AGREEMENT TO ITS CONTENTS.

COGNOS CORPORATION

SCHOOL BOARD OF PALM BEACH COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*[Signature]* 6/28/05

### CONTRACT REVIEW CHECKLIST

**Consistency with Law and School Board Policy:**

	Comments
Consistent with School Board Policy	√
Consistent with Florida, federal and local laws	√

**Contract Terms:**

	Comments
Term (Duration of Contract)	1 year-renewable annually
Termination Clause	None
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	None
Confidentiality Provision	Yes
Warranties	None
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	None
Governing Law & Venue	None

**Business Principles:**

	Comments
Sound Business Principles	
Reasonableness of Fees	None
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None

**Other Issues:**

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	None
Appropriate Departmental Sign-off	Yes

**Special Considerations:**

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES  NO

*Kim Hoad*  
By: Attorney (Name and Date) 6/28/05