

ORDER AGREEMENT

This Order Agreement ("Order Agreement"), effective as of the 17th day of August, 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 |
| 2 | Enhanced Encryption Module for Open SSL Admin | SCL | 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 August 17, 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: _____

Approved As To
Form & Legal
Sufficiency
ATL SW 7/21/05

APPENDIX 1

to Order Agreement between School Board of Palm Beach County and Cognos dated August 17, 2005.

END-USER STATEMENT

(Instructions for use: This Appendix is required to be completed, signed and submitted to Cognos Order Entry with each license sale of Cognos Enhanced Encryption Module)

| | |
|---|--|
| Name & Address of Licensor/Exporter | Cognos Incorporated 3755 Riverside Drive, Ottawa, Ontario K1G 4K9 CANADA |
| Name & Address of Licensee/Importer | School Board of Palm Beach County 3370 Forest Hill Blvd., B-202 West Palm Beach, FL 33406 Cognos Customer No: |
| Name & Address of Intermediary Consignees | Cognos Customer No: |
| Name & Address of End-User | School Board of Palm Beach County 3370 Forest Hill Blvd., B-202 West Palm Beach, FL 33406 Cognos Customer No: |
| Product Name, Platform & Version No. | ReportNet Developer and Enhanced Encryption Module for Open SSL Admin |
| No. Units/ Seats | |
| Value (Cdn\$) | |
| Intended End-Use (describe) | |
| Ship by: | <input checked="" type="checkbox"/> Physical Package <input type="checkbox"/> Software Download |

TO BE COMPLETED BY SALES REP/ PARTNER

I, _____,
[select one of the following] as a representative of _____, or,
being a direct sales representative of Cognos located in the _____ office, hereby request shipment of the Product to the above-stated End-User. I have conducted the appropriate customer due diligence and have no information or reason to believe that the export may be destined for an inappropriate end-use, end-user, or destination.

Dated at _____ this ____ day of _____ 200__.

Signature

TO BE COMPLETED BY END-USER

I, _____, as a representative of _____
hereby declare that:

1. I am a duly authorized signing officer of Licensee and as such have personal knowledge of the business operations of the Licensee. I make the following statements based on my own personal knowledge, information and belief.
2. I have been advised by the Licensor that the Product, and the technical information relating to the design, development or implementation of the cryptographic components, modules, interfaces, or architecture of the Product, is a controlled cryptographic good subject to the export control laws of Canada.
3. I understand that the Product is being shipped pursuant to an export permit issued by the Department of Foreign Affairs and International Trade of the Government of Canada, which permit is subject to certain restrictions.

4. The Product will not be diverted or re-exported by Licensee or End-User except in compliance with the applicable laws of the location to which the Product is shipped. Licensee shall remain solely responsible for compliance with said laws.
5. The Product is to be used for the legitimate civilian business operations of the Licensee and for no other or improper purpose.
6. The Product will not be used for military purposes or for the research, development or production of chemical, biological or nuclear weapons, or any missile proliferation programs.

I make this declaration solemnly believing it to be true, this _____ day of _____, 200_.

Signature

Name (Print)

Title

FCAT SSS Data Panel - All Grades District



FCAT Sunshine State Standards (SSS): All Curriculum Groups % Level 3 & Above

| Reading | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| | Grade | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 03 | | | | 04 | | | | 05 | | | | 06 | | | | 07 | | | | 08 | | | | 09 | | | | 10 | | | |
| | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T |
| MAR 2001 | 72 | 27 | 45 | 54 | 70 | 26 | 41 | 52 | 66 | 28 | 40 | 51 | 70 | 26 | 42 | 53 | 63 | 23 | 35 | 47 | 61 | 18 | 31 | 44 | 43 | 8 | 16 | 28 | 54 | 12 | 26 | 38 |
| MAR 2002 | 75 | 34 | 48 | 58 | 71 | 29 | 44 | 54 | 69 | 28 | 41 | 52 | 70 | 31 | 41 | 53 | 68 | 26 | 41 | 51 | 61 | 20 | 34 | 44 | 44 | 9 | 20 | 28 | 54 | 13 | 24 | 38 |
| MAR 2003 | 79 | 39 | 51 | 61 | 75 | 37 | 48 | 58 | 74 | 31 | 46 | 56 | 71 | 32 | 43 | 54 | 68 | 30 | 41 | 52 | 66 | 23 | 38 | 49 | 47 | 11 | 21 | 31 | 50 | 10 | 23 | 32 |
| MAR 2004 | 81 | 44 | 56 | 64 | 82 | 48 | 59 | 68 | 75 | 36 | 47 | 57 | 72 | 30 | 42 | 54 | 70 | 28 | 43 | 52 | 60 | 23 | 34 | 45 | 50 | 12 | 23 | 33 | 50 | 13 | 24 | 35 |
| MAR 2005 | 82 | 49 | 58 | 67 | 85 | 52 | 64 | 71 | 81 | 43 | 54 | 65 | 74 | 33 | 45 | 55 | 70 | 32 | 44 | 53 | 61 | 21 | 33 | 44 | 52 | 14 | 26 | 36 | 51 | 13 | 24 | 35 |

| Mathematics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| | Grade | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 03 | | | | 04 | | | | 05 | | | | 06 | | | | 07 | | | | 08 | | | | 09 | | | | 10 | | | |
| | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T | W | B | H | T |
| MAR 2001 | 68 | 21 | 41 | 49 | 66 | 20 | 36 | 47 | 66 | 24 | 41 | 50 | 58 | 17 | 33 | 42 | 64 | 21 | 38 | 48 | 73 | 27 | 47 | 56 | 68 | 20 | 38 | 48 | 76 | 27 | 48 | 58 |
| MAR 2002 | 74 | 28 | 45 | 55 | 68 | 22 | 41 | 49 | 67 | 25 | 43 | 51 | 60 | 21 | 35 | 44 | 66 | 23 | 41 | 49 | 72 | 24 | 46 | 54 | 67 | 21 | 40 | 47 | 82 | 31 | 51 | 64 |
| MAR 2003 | 80 | 37 | 56 | 62 | 71 | 28 | 43 | 52 | 69 | 28 | 45 | 52 | 65 | 24 | 41 | 49 | 65 | 24 | 39 | 49 | 75 | 28 | 50 | 57 | 73 | 30 | 47 | 55 | 77 | 28 | 51 | 57 |
| MAR 2004 | 81 | 42 | 57 | 64 | 81 | 43 | 59 | 66 | 69 | 31 | 45 | 53 | 67 | 27 | 44 | 51 | 71 | 30 | 48 | 55 | 75 | 34 | 51 | 59 | 76 | 32 | 51 | 58 | 82 | 38 | 61 | 67 |
| MAR 2005 | 84 | 49 | 62 | 69 | 80 | 46 | 61 | 66 | 74 | 36 | 53 | 59 | 66 | 28 | 41 | 49 | 72 | 31 | 48 | 55 | 78 | 37 | 57 | 62 | 78 | 36 | 52 | 60 | 85 | 45 | 63 | 71 |

| Writing (Percent Scoring 3 and above) | | | | | | | | | | | | |
|---------------------------------------|-------|----|----|----|----|----|----|----|----|----|----|----|
| | Grade | | | | | | | | | | | |
| | 04 | | | | 08 | | | | 10 | | | |
| | W | B | H | T | W | B | H | T | W | B | H | T |
| FEB 2001 | 90 | 79 | 84 | 86 | 94 | 73 | 80 | 86 | 93 | 73 | 83 | 86 |
| FEB 2002 | 91 | 80 | 84 | 86 | 94 | 82 | 85 | 89 | 95 | 83 | 87 | 91 |
| FEB 2003 | 96 | 90 | 91 | 93 | 96 | 84 | 89 | 91 | 95 | 76 | 84 | 87 |
| FEB 2004 | 95 | 89 | 89 | 92 | 96 | 83 | 86 | 90 | 96 | 84 | 88 | 92 |
| FEB 2005 | 95 | 90 | 91 | 93 | 97 | 87 | 89 | 92 | 96 | 86 | 89 | 92 |

W = White, B = Black, H = Hispanic, T=Total Empty boxes indicate that the test was not administered.

AYP = _____

For more detailed information, see AYP book in the Board Minutes Office.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. **DO NOT** use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 07/11/2005 Number of Copies Submitted 1

Name of Document Order Agreement with Cognos Corporation

School/Department Submitting Research, Evaluation & Accountability, Educational Data Warehouse

Contact Person Marc Baron, Executive Director Telephone (561) 434 - 8469 PX 48469

Date Required 07/12/2005 (*DO NOT use "ASAP" - a specific date is required*)

Is this a continuation/duplication of prior document? Yes No

If any changes, are they marked? _____

Is substance of document acceptable to your Assistant Superintendent or Director? Yes No

Are permits required? Yes No

Have required permits been obtained? Yes No N/A

Do you wish to pick up document? Yes No Pony? Yes No

Comments:

There is no financial impact to the school district

RECEIVED

JUL 12 2005

BY LEGAL SERVICES


SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

7-11-05
DATE

Attorney Assigned SFL Shocket

Date of completion by Attorney 7/12/05

Date

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) | Perpetual | |
| Termination Clause | √ | |
| Insurance /Liability Issues/ Indemnification | | Risk Management should review and approve all insurance clauses. |
| Regulatory issues | None | |
| Confidentiality Provision | Yes | |
| Warranties | √ | |
| Labor Issues | | The Labor Relations Department should review any issues. |
| Disclaimers | None | |
| Governing Law & Venue | Florida; Palm Beach County | |

Business Principles:

| | | Comments |
|---|-----------|----------|
| Sound Business Principles | √ | |
| Reasonableness of Fees | No charge | |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | No charge | |

Other Issues:

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

Special Considerations: "Jessica Lunsford Act" language not included – software only

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

[Signature]
 By: Attorney (Name and Date)