



AMENDMENT

Computer Associates™

Computer Associates International, Inc., One Computer Associates Plaza, Islandia, New York 11749, tel: +1 631 342 6000

AMENDMENT NUMBER 4
TO THE ORDER FORM AND ADDENDUM
EFFECTIVE February 18, 1998 (the "License")
BETWEEN
Computer Associates International, Inc. ("CA")

and

The School District of Palm Beach County Florida ("Licensee")

Effective December 15, 2005, the License is amended as follows:

1. Extension of Term

The Term of the License is hereby extended to expire on December 14, 2007 (the "Second Extended Term").

2. Fees

In consideration of the above, Licensee shall pay to CA a fee inclusive of usage and maintenance of the Licensed Programs through the expiration of the Second Extended Term, in the amount of \$404,000, payable as follows:

<u>Due Date</u>	<u>Amount Due</u>
December 15, 2005	\$202,000
December 15, 2006	\$202,000

Nothing herein shall affect Licensee's obligation to pay the License Fee and UMF (or MF, as applicable) as provided in the License.

3. Revised Exhibit

The names of certain Licensed Programs listed on the Second Revised Exhibit A have been revised by CA. As a result of these changes, the Second Revised Exhibit A is deleted in its entirety and replaced with the Third Revised Exhibit A, attached hereto.

4. New Products

In the event CA develops a new generation or variation of a Licensed Program hereunder (a "New Product") during the Second Extended Term, whether such New Product is intended for use with an Operating System not yet developed or with a new release of an Operating System specified in the License then, upon CA's receipt of Licensee's written request and without additional charge, such New Product shall be added to this license for use by Licensee as provided herein during the Second Extended Term, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.

5. Export

Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the US Department of Commerce.

6. Confidentiality

Licensee hereby acknowledges that the terms of the License, as amended hereby, are personal to Licensee and are highly confidential. Licensee hereby agrees that it shall not disclose any of the terms thereof (including, without limitation, the terms relating to pricing and authorized use) to any person or entity other than Licensee's employees, auditors, and attorneys who have a need to know such information in connection with their performance of services for Licensee.

CA Initial _____

Licensee Initial _____

7. **Entire Agreement**

This Amendment, together with the License and all effective previous Amendments to this License, as well as any Exhibits attached hereto, consisting of sequentially numbered pages, constitutes the entire agreement between CA and Licensee with respect to the License. No alteration or modification of this Amendment will be valid unless made in writing and signed by the parties. Except as expressly provided herein, the terms of the License shall remain in full force and effect.

Computer Associates International, Inc.

The School District of Palm Beach County Florida

Signed: _____

Signed: _____

Name: _____

Name: Thomas E. Lynch

Title: _____

Title: Board Chairman

Date: _____

Date: _____

Witnesses (two are required):

Attest:

Signature

Signature

Arthur C. Johnson, Ph.D.

Printed Name

Printed Name

**Approved As To Form
And Legal Sufficiency**

ATL 11/15/05

Witnesses (two are required):

Signature

Signature

Printed Name

Printed Name

Signature

Printed Name

Third Revised Exhibit A

Licensed Programs

Program Name	Formerly Known As
Brightstor CA-Dynam/TLMS Tape Mgmt	N/A
Unicenter CA-Easytrieve Plus Report Generator	Advantage CA-Easytrieve Plus Report Generator
Unicenter CA-Easytrieve Plus Report Generator Option for DB2	Advantage CA-Easytrieve Plus Report Generator Option for DB2
Brightstor CA-Faver VSAM Data Protection	N/A
Unicenter Log Analyzer for DB2	N/A
Unicenter RC/Compare for DB2	N/A
Unicenter RC/Migrator for DB2	N/A
Unicenter RC/Query for DB2	N/A
Unicenter RC/Secure for DB2	N/A
Unicenter RC/Update for DB2	N/A