

Computer Associates International, Inc. 711 Stewart Avenue Garden City, NY 11530-4787 (516) 227-3300 FAX (516) 229-4092

Licensee Name And Address: **SCHOOL BOARD OF PALM BEACH COUNTY**  
**3350 Forest Hill Blvd, West Palm Beach, FL 33406**

License Agreement No.: **329393** If Tax Exempt, Number: \_\_\_\_\_ (attach certificate)

Installation/Service Site Location: (If different from above) \_\_\_\_\_

Installation/Service Site I.D. No.: **101950**

Licensee Technical Contact Person: **NANCY CHANDLER** Phone: **407-434-8690**

Licensee Billing Address: (If different from above) \_\_\_\_\_

Licensee Billing Contact Person: (If different from above) **BARBARA KING** Phone: **407-434-8503**

Licensee Shipping Address: (If different from above) \_\_\_\_\_

Licensee Shipping Contact Person: **Barbara King** Phone: **407-434-8503**

Installation No. \_\_\_\_\_ for password protected products. Licensee P.O. No.: (if required) \_\_\_\_\_

CA Supplement No. To be completed by Sales Accounting	Product(s), Services or Materials	Designated CPU(s) if Licensed Program is ordered				Initial Invoice Amount (Net Of Taxes)
		Manufacturer	Model	Operating System	CPU Serial No.	
329292-001	<b>CA-EASYTRIEVE PLUS</b>	<b>IBM</b>	<b>3090-200J</b>	<b>MVS</b>	<b>76201</b>	<b>10,853.00</b>
	<b>DB2 OPTION</b>					

Effective Date of this Order: **12/31/92** ~~12/2/92~~ *(CR)*

- A0: Five equal payments in the amount of \$ \_\_\_\_\_ per year
- A8: Three equal payments in the amount of \$ **10,853.00** per year
- G1: A single payment in the amount of \$ \_\_\_\_\_
- G2: Thirty-six equal payments in the amount of \$ \_\_\_\_\_ per month
- G3: A single payment in the amount of \$ \_\_\_\_\_
- G4: A single payment in the amount of \$ \_\_\_\_\_
- G5: A single payment in the amount of \$ \_\_\_\_\_
- G6: Three equal payments in the amount of \$ \_\_\_\_\_ per year
- G7: Thirty-six equal payments in the amount of \$ \_\_\_\_\_ per month
- If applicable, change to Pay Option specified above from Pay Option \_\_\_\_\_ for Product \_\_\_\_\_
- G0: A single payment in the amount of \$ \_\_\_\_\_ for:
  - Services (attach description)
  - Upgrade to CPU designated above from CPU \_\_\_\_\_  
Mfg. Model Op. Sys. Serial No.
  - Maintenance Reinstatement through \_\_\_\_\_ date
  - Transfer Fee (attach description)
  - Other Supplemental Fee (attach description)

**MEDIA: C3480**

**See Attached Addendum**

(See Reverse Side for a detailed description of each Pay Option and for additional important provisions)

Computer Associates International, Inc.  
By: *George C. Tatter*  
(Authorized Signature)  
**George C. Tatter, Vice President**  
Name of Person Signing  
**2/1/93**  
Date

Licensee **School Board Of Palm Beach County**  
By: *Gail Bjork*  
(Authorized Signature)  
**GAIL BJORK**  
Type or Print Name and Title of Person Signing  
**DECEMBER 18, 1992**  
Date

*Approved as to costs only*

## **PAY OPTION PLAN DESCRIPTIONS**

- A0:** Five equal annual payments inclusive of usage and maintenance for the five-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.
- A8:** Three equal annual payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.
- G1:** A one-time fee ("OTF") inclusive of usage and maintenance for a one-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to an annual usage and maintenance fee ("UMF") equal to the then prevailing OTF for the Licensed Program multiplied by the then prevailing UMF rate for the Licensed Program.
- G2:** Thirty-six equal monthly payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 above.
- G3:** A single payment for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G3 license fee.
- G4:** A single payment for a two-year term license, inclusive of usage and maintenance for the two-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G4 license fee.
- G5:** A single payment for a one-year term license, inclusive of usage and maintenance for the one-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G5 license fee.
- G6:** Three equal annual payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G6 license fee.
- G7:** Thirty-six equal monthly payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G7 license fee.
- G0:** A single payment for the limited purpose(s) set forth on the face of this Order Form without effecting any change in any existing license except as specifically set forth.

## **RENEWALS**

All renewals shall be automatic unless either CA or Licensee shall, within thirty days prior to the expiration of the license period or any renewal period, give written notice to the other party of its intention not to renew. If the applicable UMF shall be discontinued at any time, reinstatement shall be subject to a reinstatement charge equal to 150% of the then prevailing UMF multiplied by the number of years and part thereof during which usage and maintenance of the Licensed Program shall have been discontinued.

## **SCHEDULE OF TERMS**

License fees, OTFs and UMFs are per CPU, are applicable only to Designated CPU(s) and licensed installation sites of Licensee, and use of the Licensed Program is restricted to the internal operations of Licensee and for the processing of its own data, and any proposed change in any of the foregoing, including a change of control of the Licensee or Licensee's business, shall be subject to CA's prior written consent and payment of all applicable charges. Licensee shall furnish to CA such documentation and access to its facilities as CA may request from time to time to verify compliance with the provisions hereof. All fees and charges are payable in advance upon receipt of invoice.

## **UPGRADE**

The existing Designated CPU may be upgraded to a higher group at any time during the term of the Order upon prior written notice to CA. The expiration date of the term of the Order or the then current usage and maintenance period for the existing Designated CPU shall not change, and it shall apply to the upgraded CPU. All applicable upgrade fees and adjustments to the license fees and applicable UMFs for an upgraded CPU shall be determined in accordance with CA's policy and prices prevailing at the time of the upgrade.

## **ADDITIONAL CPU(S)**

Additional CPU(s) at the same installation site may be licensed to use the Licensed Program. In order to add one or more CPU(s), one copy of the Licensed Program at the installation site must either have an existing license to run on a CPU in the highest CPU group at the installation site, or be upgraded to a CPU in that highest CPU group in accordance with the "Upgrade" policy of CA. The license for additional CPU(s) may be an Option G1, G2, A0 or A8 only if the license for the Licensed Program in the highest CPU group shall be an Option G1, G2, A0 or A8. Provided that the first CPU has been upgraded to or is licensed for use in the highest CPU group at the installation site, the license fee, and any subsequent UMF, for each additional CPU at the same installation site shall be the then prevailing license fee or UMF, as the case may be, applicable to the additional CPU. In all cases, such additional CPU license fee or UMF shall only apply during such time as the Order and UMF for the Licensed Program in the highest CPU group shall be current and in effect.

## **VSE TO MVS CONVERSION CREDIT**

If Licensee is already licensed to use the VSE version of a Licensed Program and wishes to terminate usage of such VSE version of the Licensed Program and convert to the MVS version of that Licensed Program, Licensee shall be entitled to a credit equal to 100% of the license fees paid for the VSE version of the Licensed Program, reduced by a per month usage fee equal to 2% of the prevailing G1 OTF applicable to such VSE version of the Licensed Program. Such credit shall not exceed 50% of the indicated license fee (based upon the payment option selected) for the MVS version of such Licensed Program. This credit is only applicable to a license of the corresponding MVS version of the Licensed Program.

## **CLIENT SERVICES**

All of the terms and conditions contained in the License Agreement referred to in this Order Form shall apply to the Services ordered hereunder. All programs, documentation, reports, techniques, designs and other materials prepared or created by CA shall remain the property of CA and shall not constitute work made for hire under the Copyright Act. The fees set forth in this Order Form for Services, as more fully set forth in the attached description(s), do not include out-of-pocket expenses (such as transportation, lodging, meal per diem, and other expenses) incurred by CA while providing the Services ordered, which expenses will be charged to the Licensee from time to time or upon completion of the ordered Services. If performance of the Services is delayed due to Licensee's failure to provide required computer access or personnel or similar reasons, Licensee shall pay CA's then prevailing daily charge, plus reimbursement of all such out-of-pocket expenses, for each additional day for each person assigned by CA to provide the Services.

## **REFERENCED LICENSE AGREEMENT**

The terms and conditions of the License Agreement or prior Order Form, as the case may be, referenced by this Order Form shall apply to this Order Form. If any provision of the License Agreement or prior Order Form, as the case may be, shall contradict any provision of this Order Form, the provisions of this Order Form shall apply with respect to the Licensed Program(s) described herein. If the License Agreement referred to in this Order Form currently provides for a license of Licensed Program(s) for use on an "installation or site basis," then the same shall be amended, for purposes of the Licensed Program(s) covered by this Order Form, to a license for use on a "per CPU" basis.

## **NOTICES**

All notices, invoices and other communications hereunder shall be delivered to Licensee and CA at their respective addresses set forth in this Order Form unless changed by similar notice.

Computer Associates International, Inc. 711 Stewart Avenue Garden City, NY 11530-4787 516-227-3300 FAX 516-229-4092

This License Agreement between SCHOOL BOARD OF PALM BEACH COUNTY ("Licensee") located at 3350 FOREST HILL BOULEVARD, W. PALM BCH., FL 33406-5869 and Computer Associates International, Inc. ("CA") covers Program Products to be licensed by Licensee pursuant to Order Forms which may be submitted and accepted from time to time.

When CA accepts an Order Form, Licensee will have, subject to the terms and conditions of this Agreement, a nontransferable and nonexclusive license to use the Program Product(s), optional features, if any, and related materials (collectively the "Licensed Program") described in the Order Form(s) referencing this Agreement. This Agreement applies to all program code, documentation, training materials, and enhancements embodying or related to the Licensed Program and any subsequent versions or releases of the Licensed Program which may be delivered to Licensee and the definition of Licensed Program includes all such code, documentation, materials and enhancements.

**USE OF LICENSED PROGRAM**

This Agreement authorizes Licensee to use the Licensed Program(s), covered by Order Form(s) accepted by CA, only with the Designated CPU(s) of Licensee at the installation site of Licensee identified on the Order Form and only for the internal operations of Licensee and for the processing of its own data.

**TITLE, CONFIDENTIALITY AND RESTRICTIONS**

Title to the Licensed Program remains with CA, and the Licensed Program is a trade secret and the proprietary property of CA. Licensee and its employees will keep the Licensed Program strictly confidential, and Licensee will not disclose or otherwise distribute the Licensed Program to anyone other than Licensee's authorized employees. Licensee will not remove or destroy any proprietary markings of CA. Licensee will not permit anyone except its authorized employees to have access to the Licensed Program. Except for archive purposes, Licensee will not make or permit others to make copies of or reproduce any part of the Licensed Program in any form without the prior written consent of CA. In no event will Licensee decompile, disassemble or otherwise reverse engineer any Licensed Program.

If Licensee moves its computer installation, the Licensed Program can be transferred to Licensee's new location for use on the Designated CPU(s) without a relocation charge to Licensee, but Licensee must give prior written notice to CA of such move and confirm to CA that the old computer installation has been closed. If Licensee desires, subject to obtaining CA's prior written consent, to operate the Licensed Program subsequent to a change of control of Licensee or other than with the Designated CPU(s) or other than at Licensee's installation site identified on the Order Form, Licensee will be required to pay to CA the then applicable upgrade, supplemental, transfer and replacement fees of CA. In no event can the Licensed Program be transferred outside of country boundaries.

If this Agreement should terminate for any reason, Licensee shall certify in writing to CA that all copies or partial copies of the Licensed Program have been either returned to CA or otherwise destroyed and deleted from any computer libraries or storage devices and are no longer in use by Licensee.

**ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement, including the reverse side of this Agreement, the Order Form(s) and any other exhibits attached to this Agreement, represents the entire agreement between CA and Licensee with respect to the Licensed Program, and CA and Licensee agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the Licensed Program, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless initiated by an authorized signatory of CA.

LICENSEE IS TO EXEMPT

(See Reverse Side For Additional Important Provisions)

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: George C. Tatter  
(Authorized Signature)

George C. Tatter, Vice President

Name of Person Signing

2/1/93

Date

329393

License Agreement No.

LICENSEE SCHOOL BOARD OF PALM BEACH COUNTY

By: GRIL BJORK  
(Authorized Signature)

GRIL BJORK

Type or Print Name of Person Signing

BOARD MEMBER

Title

DECEMBER 18, 1992

Date

*Approved only as to terms and not content GRIL BJORK S.B.*

## LIMITED WARRANTY

CA warrants that it can grant the license described in this Agreement and the Order Form(s) and CA will defend or, at its option, settle any action at law against Licensee based upon a claim that Licensee's use of the Licensed Program in accordance with this Agreement infringes any patent, copyright or other intellectual property right of any third party. CA also represents that the Licensed Program will operate according to the specifications published by CA for the Licensed Program. If it is determined that the Licensed Program does not operate according to such specifications, CA's only responsibility will be to use its best efforts, consistent with industry standards, to cure the defect.

Any warranties made by CA (other than that of noninfringement) will extend and be in effect only for the period that Licensee is entitled to use the Licensed Program and for which Licensee shall have paid the Usage and Maintenance Fee, if applicable. With respect to hardware equipment supplied by CA, CA will, upon request, assign to Licensee any warranties which may be made by the original manufacturer of such hardware equipment.

In the event that Licensee makes any changes or modifications to the Licensed Program, Licensee agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Licensee to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Licensee for additional support services at CA's then prevailing service rate, but CA shall have no obligation to provide such services.

## WARRANTY AND LIABILITY LIMITATIONS

**EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA AND CA MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY TOGETHER WITH THE LICENSED PROGRAM OR FOR THE IMPLEMENTATION THEREOF. IN NO EVENT WILL CA BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.**

## DISASTER RECOVERY

In the event that Licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, Licensee may make one copy of the Licensed Program for archival purposes and use such archival copy on a CPU other than the Designated CPU or at an installation site other than that identified on the Order Form, such other CPU or installation site to be owned or controlled by Licensee. The use of such archival copy shall be limited (a) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed one week in any three month period) and (b) during any period subsequent to the occurrence of an actual disaster during which the Licensee cannot operate the Licensed Program on the Designated CPU or at the installation site identified on the Order Form. Licensee agrees to furnish such further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

## ASSIGNMENT

Licensee may not assign this Agreement, the use of any Licensed Program or its rights and obligations under this Agreement without the prior written consent of CA. CA, however, may assign this Agreement to any third party, provided that such party assumes the obligations of CA under this Agreement. CA may also assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment right to any third party without requiring that such third party be liable for the obligations of CA under this Agreement.

## ESCROW OF SOURCE CODE

CA has deposited a copy of the source code of the Licensed Program with Mendelsohn, Kary, Bell & Natoli, 666 Fifth Avenue, New York, N.Y. 10103. Such source code will be updated with each new release of the Licensed Program which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Licensee will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Licensee will, however, only use such copy of the source code internally to support the Licensed Program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA, to be delivered to Licensee at the appropriate time.

## TAXES AND DUTIES      LICENSEE IS TAX EXEMPT

The amounts set forth on any Order Form are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, and Licensee agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

## BREACH AND TERMINATION

If Licensee breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, CA shall have the right to terminate this Agreement immediately and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Form will immediately become due and payable to CA. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge of 2% per month or part thereof plus such late payment charge as CA may reasonably require to cover its additional costs of administration and collection.

ADDENDUM  
TO ORDER FORM OF  
SCHOOL BOARD OF PALM BEACH COUNTY ("LICENSEE")  
AND  
COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")  
FOR  
CA-EASYTRIVE PLUS/DB2 OPTION ("LICENSED PROGRAM")

This Order Form is amended to add the following as a new section, entitled "Appropriation of Funds":

Licensee represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by other and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.

COMPUTER ASSOCIATES  
INTERNATIONAL, INC.

By: *George C. Tatter*

(Authorized Signature)

George C. Tatter  
(Name)

Vice President  
(Title)

2/1/93  
(Date)

LICENSEE: SCHOOL BOARD OF  
PALM BEACH COUNTY

By: *Gail Bjork*

(Authorized Signature)

GAIL BJORK  
(Name)

Board Member  
(Title)

December 18, 1992  
(Date)

Computer Associates International, Inc. One Computer Associates Plaza Islandia, NY 11788-7000 (516) 342-5224 FAX (516) 342-5329

Licensee Name And Address: The School District of Palm Beach County Florida  
3348 Forest Hill Blvd., Data Management Services, West Palm Beach, Fl 33406-5869

License Agreement No.: \_\_\_\_\_ If Tax Exempt, Number: \_\_\_\_\_ (attach certificate)

Installation/Service Site Location: (If different from above) \_\_\_\_\_

Installation/Service Site I.D. No.: 101950

Licensee Technical Contact Person: George Bergeron Phone 561-434-8688

Licensee Billing Address: (If different from above) \_\_\_\_\_

Licensee Billing Contact Person: (If different from above) Barbara King Phone: 561-434-8503

Licensee Shipping Address: (If different from above) \_\_\_\_\_

Licensee Shipping Contact Person: George Bergeron Phone: 561-434-8688

Installation No. \_\_\_\_\_ for password protected products. Licensee P.O. No.: (If required) \_\_\_\_\_

Initial Media Type (check one): T1600 \_\_\_\_\_ T6250 \_\_\_\_\_ C3480 X Other \_\_\_\_\_ (Describe)

CA Supplement No. To be completed by Sales Accounting	Licensed Program(s), Services or Materials	Designated CPU(s) Information				Maximum Power Units or Users	Initial Invoice Amount (Net Of Taxes)
		Manufacturer	Model	Operating System	CPU Serial No.		
	<b>See Attached</b>	<b>IBM</b>	<b>9021-821</b>	<b>MVS</b>	<b>076201</b>		<b>*</b>
	<b>Addendum</b>						

Effective Date of this Order: February 18, 1998

- A0: Five equal payments in the amount of \$ \_\_\_\_\_ per year
- A8: Three equal payments in the amount of \$ \_\_\_\_\_ per year
- G1: A single payment in the amount of \$ \_\_\_\_\_
- G2: Thirty-six equal payments in the amount of \$ \_\_\_\_\_ per month
- G3: A single payment in the amount of \$ \_\_\_\_\_
- G4: A single payment in the amount of \$ \_\_\_\_\_
- G5: A single payment in the amount of \$ \_\_\_\_\_
- G6: Three equal payments in the amount of \$ \_\_\_\_\_ per year
- G7: Thirty-six equal payments in the amount of \$ \_\_\_\_\_ per month
- If applicable, change to Pay Option specified above from Pay Option \_\_\_\_\_ for Licensed Program \_\_\_\_\_

- G0: A single payment in the amount of \$ \_\_\_\_\_ for:
  - Services (attach description)
  - Upgrade to CPU designated above from CPU \_\_\_\_\_
 

Mfg.	Model	Op. Sys.	Serial No
  - Maintenance Reinstatement through \_\_\_\_\_ Date \_\_\_\_\_
  - Transfer Fee (attach description)
  - Other Supplemental Fee (attach description)

\* See Attached Addendum

(See Reverse Side for a detailed description of each Pay Option and for additional important provisions.)

Computer Associates International, Inc.  
By: L. Macdonald R.V.  
(Authorized Signature)  
Linda MacDonald, Sales Acctg. Div MGR.  
Name of Person Signing  
February 12, 1998  
Date

Licensee The School District of Palm Beach County, Florida  
By: Paulette Burdick  
(Authorized Signature)  
PAULETTE BURDICK  
Type or Print Name and Title of Person Signing  
February 18, 1998 3/25/98

REVIEWED AND APPROVED with addendum

BY ATTORNEY h 4/1/98

## PAY OPTION PLAN DESCRIPTIONS

- A0:** Five equal annual payments inclusive of usage and maintenance for the five-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.
- A8:** Three equal annual payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 below.
- G1:** A one-time fee ("OTF") inclusive of usage and maintenance for a one-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to a usual usage and maintenance fee ("UMF") equal to the then prevailing OTF for the Licensed Program multiplied by the then prevailing UMF rate for the Licensed Program.
- G2:** Thirty-six equal monthly payments inclusive of usage and maintenance for the three-year period. Thereafter, continued usage of the Licensed Program and maintenance will be subject to the same UMF as is applicable under option G1 above.
- G3:** A single payment for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G3 license fee.
- G4:** A single payment for a two-year term license, inclusive of usage and maintenance for the two-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G4 license fee.
- G5:** A single payment for a one-year term license, inclusive of usage and maintenance for the one-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G5 license fee.
- G6:** Three equal annual payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G6 license fee.
- G7:** Thirty-six equal monthly payments for a three-year term license, inclusive of usage and maintenance for the three-year period. Thereafter, the license will be renewed on the same terms and conditions, but subject to the then prevailing G7 license fee.
- G0:** A single payment for the limited purpose(s) set forth on the face of this Order Form without effecting any change in any existing license except as specifically set forth.

## RENEWALS

All renewals shall be automatic unless either CA or Licensee shall, within thirty days prior to the expiration of the license period or any renewal period, give written notice to the other party of its intention not to renew. If the applicable UMF shall be discontinued at any time, reinstatement shall be subject to a reinstatement charge equal to 150% of the then prevailing UMF multiplied by the number of years and part thereof during which usage and maintenance of the Licensed Program shall have been discontinued.

## SCHEDULE OF TERMS

Unless otherwise indicated, license fees, OTFs and UMFs are per CPU and are applicable only to Designated CPU(s) and licensed installation sites of Licensee. The right to use or benefit from the Licensed Program (if initially licensed after November 1, 1992) extends to any majority-owned subsidiary of Licensee (notwithstanding more restrictive provisions which may be found in the License Agreement referenced by this Order Form) provided such subsidiary agrees to comply with the referenced License Agreement and this Order Form. Such use of the Licensed Program is restricted to the internal operations of the Licensee and any such subsidiary for the processing of its own data. Any proposed change in any of the foregoing, including a change of control of the Licensee or Licensee's business, shall be subject to CA's prior written consent and payment of all applicable charges. Licensee shall furnish to CA such documentation and access to its facilities as CA may request from time to time to verify compliance with the provisions hereof. All fees and charges are payable in advance upon receipt of invoice.

## UPGRADE

License restrictions (such as the Designated CPU limitation) may be upgraded or expanded at any time during the term of the Order upon prior written notice to CA. The expiration date of the term of the Order or the then current usage and maintenance period for the existing license shall not change, and it shall apply to the upgraded or expanded license. All applicable upgrade fees and adjustments to the license fees and applicable UMFs for an upgraded or expanded license shall be determined in accordance with CA's policy and prices prevailing at the time of the upgrade.

## ADDITIONAL CPU(S)

Additional CPU(s) at the same installation site may be licensed to use the Licensed Program. In order to add one or more CPU(s), one copy of the Licensed Program at the installation site must either have an existing license to run on a CPU in the highest CPU group at the installation site, or be upgraded to a CPU in that highest CPU group in accordance with the "Upgrade" policy of CA. The license for additional CPU(s) may be an Option G1, G2, A0 or A8 only if the license for the Licensed Program in the highest CPU group shall be an Option G1, G2, A0 or A8. Provided that the first CPU has been upgraded to or is licensed for use in the highest CPU group at the installation site, the license fee, and any subsequent UMF, for each additional CPU at the same installation site shall be the then prevailing license fee or UMF, as the case may be, applicable to the additional CPU. In all cases, such additional CPU license fee or UMF shall only apply during such time as the Order and UMF for the Licensed Program in the highest CPU group shall be current and in effect.

## CONVERSION CREDIT

A "Rightsizing Credit" may be available when Licensee decides to change the hardware platform or operating system for which the Licensed Program was originally licensed to another platform or different operating system such as a workstation or personal computer. In qualifying instances, the Rightsizing Credit will be equal to the license fee actually paid for the original Licensed Program on the original hardware platform or operating system (less a usage charge of 2% per month) up to a maximum credit of one-half of the fee otherwise applicable. (No cash refunds will be payable under any circumstance.) Rightsizing Credits are available only in respect to Licensed Programs under active maintenance status and to Licensees that maintain enrollment in CA's Total Client Care Program.

## CLIENT SERVICES

New releases or Licensed Program upgrades are not included as a part of annual maintenance and support services for workstation and micro computer software. All of the terms and conditions contained in the License Agreement referred to in this Order Form shall apply to the Services ordered hereunder. All programs, documentation, reports, techniques, designs and other materials prepared or created by CA shall remain the property of CA and shall not constitute work made for hire under the Copyright Act. The fees set forth in this Order Form for Services, as more fully set forth in the attached description(s), do not include out-of-pocket expenses (such as transportation, lodging, meal per diem, and other expenses) incurred by CA while providing the Services ordered, which expenses will be charged to the Licensee from time to time or upon completion of the ordered Services. If performance of the Services is delayed due to Licensee's failure to provide required computer access or personnel or similar reasons, Licensee shall pay CA's then prevailing daily charge, plus reimbursement of all such out-of-pocket expenses, for each additional day for each person assigned by CA to provide the Services.

## REFERENCED LICENSE AGREEMENT

The terms and conditions of the License Agreement or prior Order Form, as the case may be, referenced by this Order Form shall apply to this Order Form. If any provision of the License Agreement or prior Order Form, as the case may be, shall contradict any provision of this Order Form, the provisions of this Order Form shall apply with respect to the Licensed Program(s) described herein. If the License Agreement referred to in this Order Form currently provides for a license of Licensed Program(s) for use on an "installation or site basis," then the same shall be amended, for purposes of the Licensed Program(s) covered by this Order Form, to a license for use on a "per CPU" basis.

## NOTICES

All notices, invoices and other communications hereunder shall be delivered to Licensee and CA at their respective addresses set forth in this Order Form unless changed by similar notice.

copy  
Date 3-25-98



# LICENSE AGREEMENT

Computer Associates International, Inc. One Computer Associates Plaza Islandia, NY 11788-7000 (516) 342-5224 FAX (516) 342-5329

This License Agreement between The School District of Palm Beach County Florida ("Licensee") located at 3348 Forest Hill Blvd., District Computer Services, West Palm Beach, FL 33406-5369 and Computer Associates International, Inc. ("CA") covers Program Products to be licensed by Licensee pursuant to Order Forms which may be submitted and accepted from time to time.

When CA accepts an Order Form, Licensee will have, subject to the terms and conditions of this Agreement, a nontransferable and nonexclusive license to use the Program Product(s), optional features, if any, and related materials (collectively the "Licensed Program") described in the Order Form(s) referencing this Agreement. This Agreement applies to all program code, documentation, training materials, and enhancements embodying or related to the Licensed Program and any subsequent versions or releases of the Licensed Program which may be delivered to Licensee and the definition of Licensed Program includes all such code, documentation, materials and enhancements.

### USE OF LICENSED PROGRAM

This Agreement authorizes Licensee to use the Licensed Program(s), covered by Order Form(s) accepted by CA, only with the Designated CPU(s) of Licensee at the installation site of Licensee identified on the Order Form and only for the internal operations of Licensee and for the processing of its own data.

### TITLE, CONFIDENTIALITY AND RESTRICTIONS

Title to the Licensed Program remains with CA, and the Licensed Program is a trade secret and the proprietary property of CA. Licensee and its employees will keep the Licensed Program strictly confidential, and Licensee will not disclose or otherwise distribute the Licensed Program to anyone other than Licensee's authorized employees. Licensee will not remove or destroy any proprietary markings of CA. Licensee will not permit anyone except its authorized employees to have access to the Licensed Program. Except for archive purposes, Licensee will not make or permit others to make copies of or reproduce any part of the Licensed Program in any form without the prior written consent of CA. In no event will Licensee decompile, disassemble or otherwise reverse engineer any Licensed Program.

If Licensee moves its computer installation, the Licensed Program can be transferred to the new location for use on the Designated CPU(s) without a relocation charge to Licensee, but Licensee must give prior written notice to CA of such move and confirm to CA that the old computer installation has been closed. If Licensee desires, subject to obtaining CA's prior written consent, to operate the Licensed Program subsequent to a change of control of Licensee or other than with the Designated CPU(s) or other than at Licensee's installation site identified on the Order Form, Licensee will be required to pay to CA the then applicable upgrade, supplemental, transfer or replacement fees of CA. In no event can the Licensed Program be transferred outside of country boundaries.

If this Agreement should terminate for any reason, Licensee shall certify in writing to CA that all copies or partial copies of the Licensed Program have been either returned to CA or otherwise destroyed and deleted from any computer libraries or storage devices and are no longer in use by Licensee.

### ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the reverse side of this Agreement, the Order Form(s) and any other exhibits attached to this Agreement, represents the entire agreement between CA and Licensee with respect to the Licensed Program, and CA and Licensee agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the Licensed Program, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of CA.

(See Reverse Side For Additional Important Provisions)

COMPUTER ASSOCIATES INTERNATIONAL, INC.

LICENSEE The School District of Palm Beach County Florida

By: L. Macdonald M.  
(Authorized Signature)

By: Paulette Burdick  
(Authorized Signature)

Linda MacDonald, Sales Acctg Div MGR  
Name of Person Signing

PAULETTE BURDICK  
Type or Print Name of Person Signing

February 12, 1998  
Date

CHAIRMAN  
Title

License Agreement No. \_\_\_\_\_

REVIEWED AND APPROVED  
February 18, 1998 3/25/98  
Date

BY ATTORNEY \_\_\_\_\_



## LIMITED WARRANTY

CA warrants that it can grant the license described in this Agreement and the Order Form(s) and CA will defend or, at its option, settle any action at law against Licensee based upon a claim that Licensee's use of the Licensed Program in accordance with this Agreement infringes any patent, copyright or other intellectual property right of any third party. CA also represents that the Licensed Program will operate according to specifications published by CA for the Licensed Program. If it is determined that the Licensed Program does not operate according to such specifications, CA's only responsibility will be to use its best efforts, consistent with industry standards, to cure the defect.

Any warranties made by CA (other than that of noninfringement) will extend and be in effect only for the period that Licensee is entitled to use the Licensed Program and for which Licensee shall have paid the Usage and Maintenance Fee, if applicable. With respect to hardware equipment supplied by CA, CA will, upon request, assign to Licensee any warranties which may be made by the original manufacturer of such hardware equipment.

In the event that Licensee makes any changes or modifications to the Licensed Program, Licensee agrees that such changes and modifications shall be the property of CA, unless CA shall have given its prior written consent to the contrary. Furthermore, any such changes or modifications made by Licensee to a Licensed Program will mean that the foregoing limited warranty of CA with respect to such Licensed Program shall no longer apply, and CA shall have the right to charge Licensee for additional support services at CA's then prevailing service rate, but CA shall have no obligation to provide such services.

## WARRANTY AND LIABILITY LIMITATIONS

EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA AND CA MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT WHICH CA MAY SUPPLY TOGETHER WITH THE LICENSED PROGRAM OR FOR THE IMPLEMENTATION THEREOF. IN NO EVENT WILL CA BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE LICENSED PROGRAM.

## DISASTER RECOVERY

In the event that Licensee certifies in writing to CA that it has a bona fide disaster recovery plan with respect to the computer software programs used in its operations, Licensee may make one copy of the Licensed Program for archival purposes and use such archival copy on a CPU other than the Designated CPU or at an installation site other than that identified on the Order Form, such other CPU or installation site to be owned or controlled by Licensee. The use of such archival copy shall be limited (a) for the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness (which testing shall not exceed one week in any three month period) and (b) during any period subsequent to the occurrence of an actual disaster during which the Licensee cannot operate the Licensed Program on the Designated CPU or at the installation site identified on the Order Form. Licensee agrees to furnish such further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

## ASSIGNMENT

Licensee may not assign this Agreement, the use of any Licensed Program or its rights and obligations under this Agreement without the prior written consent of CA. CA, however, may assign this Agreement to any third party, provided that such party assumes the obligations of CA under this Agreement. CA may also assign its right to payment under this Agreement or grant a security interest in this Agreement or such payment right to any third party without requiring that such third party be liable for the obligations of CA under this Agreement.

## ESCROW OF SOURCE CODE

CA has deposited a copy of the source code of the Licensed Program with Mendelsohn, Kary, Bell & Natoli, 666 Fifth Avenue, New York, NY 10103. Such source code will be updated with each new release of the Licensed Program which will also be deposited with the escrow agent. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Licensee will, upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. Licensee will, however, only use such copy of the source code internally to support the Licensed Program. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA, to be delivered to Licensee at the appropriate time.

## TAXES AND DUTIES

The amounts set forth on any Order Form are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local sales, use, value added and personal property taxes, and Licensee agrees to pay any such tariffs, duties or taxes (other than franchise and income taxes for which CA is responsible) upon presentation of invoices by CA. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to CA.

## BREACH AND TERMINATION

If Licensee breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Licensee becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Licensee, CA shall have the right to terminate this Agreement immediately and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Form will immediately become due and payable to CA. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge of 2% per month or part thereof plus such late payment charge as CA may reasonably require to cover its additional costs of administration and collection.



ADDENDUM  
TO  
ORDER FORM  
OF  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY FLORIDA ("LICENSEE")  
AND  
COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")

The attached Order Form and the referenced License Agreement are amended to add the following provisions with respect to Licensee's use of the Licensed Programs listed in Exhibit "A". (The Order Form, License Agreement and this Addendum are referred to collectively as the "MIPS Based License.") In the event of any conflict between the terms of this MIPS Based License Addendum and those of either the Order Form or the referenced License Agreement, the terms of this Addendum shall prevail. Capitalized terms used herein without definition are used as defined in the attached Order Form and the referenced License Agreement.

1. Definitions.

- (a) The "Licensee" shall mean, individually and collectively, Licensee and Licensee's majority-owned subsidiaries. No other third person shall be or be deemed to be entitled to the use or benefit of the Licensed Programs at the Licensee Site.
- (b) The "Licensee Site" shall mean the data center site identified on Exhibit "B" to this Addendum which Licensee represents are owned, operated or controlled by Licensee.
- (c) "MIPS Capacity" shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of 10) of all computers located at the Licensee Site, or which can remotely access such computers, irrespective of the platform designation of the hardware or operating systems, provided that such remote computer is capable of accessing, using, executing or benefiting from the Licensed Programs.

2. License Fee. The initial License Fee, inclusive of usage and maintenance of the Licensed Programs (except for CA-Librarian (Base + Lib/am) for the five year term expiring on February 17, 2003, is \$209,411, payable as follows:

<u>Amount</u>	<u>Due</u>
\$38,816	February 18, 1998
\$38,695	February 18, 1999
\$43,967	February 18, 2000
\$43,967	February 18, 2001
\$43,967	February 18, 2002

3. Authorized Use. The Licensed Programs may be used only by and for the benefit, and to process exclusively the data, of Licensee at the Licensee Site, provided that the MIPS

Capacity does not exceed 120 MIPS (the "Licensed MIPS Capacity"). Any increase in Licensed MIPS Capacity shall be subject to paragraph 4 hereof.

4. Supplemental License Fee. Licensee may increase the Licensed MIPS Capacity upon prior written notice to CA and payment of CA's Supplemental License Fee and an annual UMF, each calculated using CA's then prevailing fee schedule. In each instance, the Supplemental License Fee and initial UMF shall be billable upon Licensee giving CA notice of its desire to increase Licensed MIPS Capacity including by request that CA issue an authorization key for an additional or replacement CPU. Such fees shall be paid within thirty (30) days notwithstanding any installment payment schedule for the initial License Fee. The UMF shall be prorated for the year of the increase and shall be payable in full thereafter.
5. MIPS Capacity Calculation. MIPS Capacity shall be calculated by reference to CA's published schedules of the MIPS or MSU capacity of processors. In the event that any particular processor is not accounted for on CA's schedule, then the manufacturer's published specification of MIPS or MSU capacity shall control. For purposes of utilizing the MSU standard (expressed in millions of service units), the MSU capacity shall be multiplied by a factor of 5.4 to yield the corresponding MIPS Capacity.
6. Annual Reports; Audit. On or before March 1 of each year during the term hereof, Licensee shall report to CA in writing the MIPS Capacity at the Licensee Site as of the preceding February 1, listing each CPU located at, or remotely accessing, the Licensee Site by manufacturer, model, operating system, location and (except for micro processors) the serial number thereof. CA shall thereupon review such report and advise Licensee of any applicable Supplemental License Fee and annual UMF due. The parties agree that in order to verify the accuracy of Licensee's report, Licensee will, at CA's request upon reasonable notice, grant CA access to the Licensee Site, and Licensee shall provide any further information as CA may reasonably require.
7. License Termination. All licenses and Order Forms respecting use of the Licensed Programs granted to Licensee by CA or any of its predecessors for use at the Licensee Site are hereby terminated, subject, however, to the obligations of Licensee (a) to pay all contracted payments when and as the same shall otherwise have become due and payable but for such termination, and (b) to maintain the confidentiality of the Licensed Programs and comply with the non-disclosure provisions of such terminated licenses. Any future use of or access to the Licensed Programs by Licensee at the Licensee Site shall be controlled exclusively by the terms of the referenced License Agreement and this Order Form, including this and any other Addendum thereto.
8. Term and Renewal. This MIPS Based License shall have an initial term of five years from the Effective Date and shall automatically renew and be extended for additional periods of one year each, subject to the parties' agreement concerning payments of license fees and usage and maintenance fees to be made during each extended term. If the parties do not agree in writing upon such payment terms prior to the expiration of the then current term, (a) the then prevailing Licensed MIPS Capacity shall be frozen without Licensee having the right to exceed the same, (b) Licensee shall pay the annual usage and maintenance fee for the Licensed Programs based upon CA's then prevailing published fee schedule for software licensed per CPU at the Licensee Site, and (c) Licensee may not use

the Licensed Program thereafter to process data for any additional entities other than Licensee's majority-owned subsidiaries.

9. Confidentiality. Licensee hereby acknowledges that it may be provided with privileged and confidential information (including the Licensed Programs and the terms of this Agreement). Licensee hereby agrees, except as required under federal, state, or local law, including Chapter 119 of the Florida Statutes, that it shall not disclose any such information 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.
10. Total Client Care (TCC) Program. Licensee will be, and will remain, enrolled in CA's TCC Program during the initial term hereof and any renewal period.
11. Year 2000 Compatibility. For purposes of this Order Form, the second sentence of the first paragraph of the referenced License Agreement entitled "Limited Warranty" is amended by adding "before, during and after January 1, 2000".
12. Appropriation of Funds. Licensee represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Licensee's current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year of Licensee, the parties acknowledge that Licensee's authority to make such subsequent payment may be contingent upon appropriation to Licensee by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to Licensee, either CA or Licensee may terminate this license as of the first day of the applicable subsequent fiscal year of Licensee with respect to which such sufficient funds are not made available. Licensee agrees (a) not to effect such termination for the purpose of replacing the Licensed Program(s) with an equivalent product or products supplied by others and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, Licensee shall immediately cease all use of the Licensed Program and return to CA all copies of the Licensed Program and all related documentation and continue to abide by the provisions of the License Agreement relating to the confidentiality thereof.



EXHIBIT A

LICENSED PROGRAMS

CA-EASYTRIEVE PLUS  
CA-EASYTRIEVE PLUS DB2 OPTION  
CA-FAVER/MVS  
CA-VSAMAID MVS  
CA-DYNAM/TLMS

EXHIBIT B

LICENSEE SITE

THE SCHOOL DISTRICT OF PALM BEACH COUNTY FLORIDA  
DISTRICT COMPUTER SERVICES  
3348 FOREST HILL BLVD  
WEST PALM BEACH, FL 33406-5869



13 B 1  
12/15/01

415560-003

AMENDMENT NUMBER 1  
TO  
MIPS BASED LICENSE 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, 2001, the License is amended as follows:

1. The term of the license is hereby extended to expire on December 14, 2004 (the "Extended Term").
2. RC Query, RC Update, RC Migrator, RC Compare, RC Secure and Log Analyzer are hereby added as Licensed Programs to the list thereof on Exhibit A to the License (the "Additional Licensed Programs") and such Exhibit A is hereby deleted and replaced with the First Revised Exhibit A attached hereto.
3. In consideration of the above, Licensee shall pay to CA a License Fee, inclusive of all charges for usage of the Additional Licensed Programs as provided in the License, as well as maintenance thereof during the Extended Term, in the amount of \$188,448, payable as follows:

**RECEIVED**

<u>Due Date</u>	<u>Amount</u>
December 15, 2001	\$42,267
December 15, 2002	\$68,936
December 15, 2003	\$77,245

JAN 29 2002

SUPERINTENDENT'S OFFICE

Nothing herein shall affect Licensee's obligation to pay to CA the balance of the license fee due under the License in the amount of \$43,967 which payment is due on February 18, 2002. The total dollar amount payable under the License and this Amendment Number 1 is \$232,415.

4. Notwithstanding anything to the contrary in Paragraph 8(b) of the License, solely with respect to the Additional Licensed Programs, upon expiration of the Extended Term, continued usage of the Additional Licensed Programs as provided herein shall not require further payment, but continued maintenance shall be subject to annual payment of CA's then prevailing maintenance fees.
5. In the event CA develops a new generation or variation of an Additional Licensed Program hereunder (a "New Product") during the 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 or this Amendment 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 Extended Term, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.

6. 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, subject to Chapter 119, Florida Statutes.
7. Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the US Department of Commerce.
8. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Palm Beach County, Florida. This Agreement is made and is to be performed in Palm Beach County, Florida, and is governed by the laws of the State of Florida.
9. Except as expressly provided herein, the terms and conditions of the License shall remain in full force and effect.

COMPUTER ASSOCIATES  
INTERNATIONAL, INC.

By: *Victoria Savin*  
(Authorized Signature)  
VICTORIA SAVIN  
(Name)  
MANAGER, FINANCE  
(Title)  
DECEMBER 15, 2001  
(Date)

LICENSEE:  
THE SCHOOL DISTRICT OF PALM  
BEACH COUNTY FLORIDA

By: *Arthur C. Johnson*  
(Authorized Signature)  
Arthur C. Johnson, Ph.D.  
(Name)  
Superintendent  
(Title)  
December 15, 2001  
(Date)

"Reviewed & Approved As To  
Legal Form and Sufficiency"

*B. Tammen - OTS 11/1/01*

FIRST REVISED EXHIBIT A

LICENSED PROGRAMS

EASYTRIEVE PLUS  
EASYTRIEVE PLUS DB2 OPTION  
FAVER/MVS  
VSAMAID MVS  
DYNAM/TLMS  
RC QUERY  
RC UPDATE  
RC MIGRATOR  
RC COMPARE  
RC SECURE  
LOG ANALYZER

AMENDMENT NUMBER 2  
TO  
MIPS BASED LICENSE EFFECTIVE FEBRUARY 18, 1998 (THE "LICENSE")  
BETWEEN  
COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")  
AND  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY FLORIDA ("LICENSEE")

Effective April 13, 2003, the License is amended as follows:

1. The Licensed MIPS Capacity is hereby increased by an additional 23 MIPS (the "Additional MIPS") to a total Licensed MIPS Capacity of 143 MIPS, in consideration of which Licensee shall pay to CA a Supplemental License Fee, inclusive of all charges for usage and maintenance of the Licensed Programs with the Additional MIPS until the expiration of the remaining term of the License on December 14, 2004 (the "Term"), in the amount of \$135,021 payable as follows:

<u>Due Date</u>	<u>Amount</u>
June 27, 2003	\$135,021

Nothing herein shall affect Licensee's obligation to pay the License Fee and UMF (or MF, as applicable) as provided in the License and Amendment Number 1. The Supplemental License Fee includes an upgrade fee of \$102,584 and incremental maintenance of \$32,437.

2. Notwithstanding anything to the contrary in paragraph 8(b) of the License, solely with respect to RC Query, RC Update, RC Migrator, RC Compare, RC Secure and Log Analyzer (the "Additional Licensed Programs"), upon expiration of the Term continued use of the Additional Licensed Programs shall not require further payment, but continued maintenance thereof shall be subject to Licensee's payment of CA's annual maintenance fee applicable to the then authorized use of the Additional Licensed Programs. Continued use and maintenance of Easytrieve Plus, Easytrieve Plus with DB2 option, Faver/MVS, VSAMAID/MVS and DYNAM TLMS shall be subject to Licensee's payment of CA's then prevailing fees.
3. In the event CA develops a new generation or variation of an Additional Licensed Program hereunder (a "New Product") during the 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 or this Amendment 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 Extended Term, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.

4. 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, subject to Chapter 119, Florida Statutes.
5. Licensee shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the US Department of Commerce.
6. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Palm Beach County, Florida. This Agreement is made and is to be performed in Palm Beach County, Florida, and is governed by the laws of the State of Florida.
7. Except as expressly provided herein, the terms and conditions of the License shall remain in full force and effect.
8. This Amendment, together with all previous Amendments and Addenda, including any Exhibits 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 and conditions of the License shall remain in full force and effect.

COMPUTER ASSOCIATES  
INTERNATIONAL, INC.

LICENSEE:  
THE SCHOOL DISTRICT OF PALM  
BEACH COUNTY FLORIDA

By: \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Authorized Signature)  
Tom Lynch  
\_\_\_\_\_  
(Name)  
Board Chairman  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

Approved As To Form  
And Legal Sufficiency

*[Handwritten Signature]* 5/21/03



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

AMENDMENT NUMBER 3  
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 August 7, 2004, the License is amended as follows:

1. **License Termination**

Brightstor CA-VSAMAID VSAM Tool (formerly known as VSAMAID MVS) is hereby terminated as of the effective date hereof (the "Terminated Program"), subject, however, to the obligations of Licensee to maintain the confidentiality of the Terminated Program and comply with the non-disclosure provisions of the License. As a result, the First Revised Exhibit A is hereby deleted in its entirety and replaced with the Second Revised Exhibit A, attached hereto.

2. **MIPS Increase**

The Licensed MIPS Capacity is hereby increased by an additional 117 MIPS (the "Additional MIPS") to a total Licensed MIPS Capacity of 260 MIPS.

If Licensee notifies CA of its desire to increase the Licensed MIPS Capacity further, including by request that CA issue an authorization key for a CPU the installation of which will exceed the then prevailing Licensed MIPS Capacity, CA may invoice Licensee for the applicable Supplemental License Fee and annual UMF associated with such expanded use.

3. **Extension of Term**

The Term of the License is hereby extended to expire on December 14, 2005 (the "Extended Term").

4. **Fees**

In consideration of the above, Licensee shall pay to CA a fee inclusive of usage and maintenance of the Licensed Programs with the Additional MIPS through the expiration of the Extended Term, in the amount of \$630,944, payable as follows:

<u>Due Date</u>	<u>Amount Due</u>
August 7, 2004	\$429,242
December 15, 2004	\$201,702

CA Initial \_\_\_\_\_

Licensee Initial \_\_\_\_\_

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

**5. New Products**

In the event CA develops a new generation or variation of a Licensed Program hereunder (a "New Product") during the 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 Term, even if CA then determines to charge a separate license fee for the New Product to CA's other licensees.

**6. 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.

**7. 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, subject to Chapter 119, Florida Statutes.

**8. 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.

**The School Board of  
Palm Beach County, Florida**

By: [Signature]  
Thomas E. Lynch  
Chairman

Date: 9/22/04

Attest:  
By: [Signature]  
Arthur C. Johnson, Ph.D.  
Superintendent

Date: 9/22/04

Witnesses: (Two are required)  
[Signature]  
Signature

CAROL KELLER BASS  
Print Name

Alicia Palmer  
Signature

Alicia Palmer  
Print Name

Signature of  
Legal Services Designee

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

Print Name \_\_\_\_\_

Witnesses: (Two are required)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**Approved As To Form  
And Legal Sufficiency**

[Signature] 9/25/04

**SECOND REVISED EXHIBIT A**

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