



Please return original contract to:
Contracts Administration
MS-7029
11700 Plaza America Drive
Suite 700
Reston, VA 20190
(F) 703.391.8325

**AGREEMENT FOR PROFESSIONAL SERVICES
(FORM A)**

Order #: 12737
Sales Rep.: Lalouch
Customer #: 18377
P.O. #:

Pursuant to this Agreement ("Agreement") the **School Board of Palm Beach County** ("Customer") agrees to: (a) purchase from Software AG, Inc. ("Software AG") the services of an **Advisory Systems Engineer** (the "Consultant") assigned by Software AG and (b) pay Software AG for the services rendered by such Consultant as provided in this Agreement.

1. The term ("Term") of this Agreement will commence upon **April 25, 2007** (the "Effective Date") and will end on **December 31, 2007**. During the Term, the Consultant will assist the Customer with upgrading the Software AG product suite as more fully described in Attachment I attached hereto and incorporated by this reference (the "Services").

2. Software AG will provide the services of the Consultant (to be selected by Software AG in its discretion) at the labor categories and hourly rates ("Rates") set forth below:

- Number of Consultants: 1
- Labor Categories: Advisory Systems Engineer
- Hourly Rates during Regular Business Hours (defined in Section 4, below): \$315.00 per hour
- Hourly Rates during Extraordinary Business Hours (defined in Section 4, below): \$450.00 per hour

3. Customer will pay Software AG, and will be invoiced monthly, for the Services performed during the previous month, plus an amount equal to any applicable taxes. Consultant's travel and living expenses are included in the hourly rates set forth above. Charges are calculated by recording the number of hours of service delivered by each Consultant at the agreed Rates, plus such additional charges as may be incurred hereunder. Customer will pay all invoices upon receipt. Any invoices not paid within 45 days of invoice date are subject to interest charges at a monthly rate equal to 1.5 percent, or at the maximum lawful interest rate, whichever is lower, of the unpaid balance each month.

4. The Consultant will work up to eight (8) hours per day between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday, excluding holidays recognized by Customer ("Regular Business Hours"). Requests for Services to be performed in excess of eight (8) hours per day between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday, or at any time between the hours of 8:00 p.m. and 8:00 a.m., Monday through Friday, or on Saturdays, Sundays, or holidays observed by Customer ("Extraordinary Business Hours") are subject to personnel availability, and, if performed, will be billed at the Hourly Rate for Services performed during Extraordinary Business Hours, as specified in Section 2.

5. Services supplied under this Agreement are in the form of professional assistance during the Term. Customer tasks on which Software AG personnel assist will remain under the supervision of the Customer. Notwithstanding the foregoing, the consultant is for all purposes arising under this agreement an independent contractor and not an employee of the customer. The consultant shall not be entitled to any benefits, including but not limited to, retirement benefits, workers compensation, or leave benefits.

SOFTWARE AG DOES NOT WARRANT OR GUARANTEE IN ANY FORM RESULTS AND/OR ACHIEVEMENTS OF THE CONSULTANT'S EFFORTS. SOFTWARE AG DISCLAIMS ALL WARRANTIES ON SERVICES AND PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Customer will furnish Software AG at Customer's expense (a) all technical matter, data and information mutually determined by Software AG and Customer to be necessary for the performance of the Consultant's services, and, if Services are to be performed at Customer's location, (b) a secured workspace, and (c) access to a Software AG computer so configured and at such times as Software AG requires for the performance of the Consultant's services. Customer technical matter, data, and information to which Software AG has access under this Agreement and which is designated by the Customer at the time of disclosure as Customer's confidential information will be held in confidence by Software AG during the Term and for a period of one (1) year thereafter. However,

this obligation will not apply to Customer technical matter, data, or information that is or becomes publicly available without fault on the part of Software AG, is already in Software AG's possession prior to the time Software AG acquires access to the data under this Agreement, is independently developed by Software AG, or is rightfully obtained by Software AG from a third party.

7. SOFTWARE AG'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE CONSULTANT'S SERVICES HEREUNDER, WHETHER IN AN ACTION OF CONTRACT OR TORT INCLUDING NEGLIGENCE, WILL BE LIMITED TO THE GREATER OF: (A) THE AMOUNTS PAID BY CUSTOMER TO SOFTWARE AG FOR THE AFFECTED SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH IS THE CAUSE OF LIABILITY, OR (B) TEN THOUSAND DOLLARS (\$10,000). NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL SOFTWARE AG BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SOFTWARE AG, LOSS OF USE, DATA OR PROFITS, OR FROM LOSS OR DESTRUCTION OF THE MATERIALS PROVIDED TO SOFTWARE AG BY THE CUSTOMER.

8. Software AG will exercise reasonable efforts in performing the Services but Software AG will not be liable for any delays resulting from circumstances or causes beyond its control. If an assigned Consultant is unavailable, due to illness or unforeseen circumstances, to perform the services required hereunder, or if customer, with 10 working days written notice, expressly notifies Software AG of its dissatisfaction of its consultant, Software AG will furnish a replacement.

9. Notwithstanding any obligations hereunder, Customer has the option of terminating the services of Software AG's Consultant at any time upon ten (10) business days' prior written notice to Software AG. Customer will pay Software AG for all Services that are performed by Software AG under this Agreement prior to the effective date of termination.

10. Customer will not directly or indirectly solicit or offer employment to, or accept from others the services of, an employee of Software AG at any time during such employee's performance of Services or interaction with Customer in connection with Software AG's provision of Services and for a period of one (1) year thereafter.

11. Other provisions: (A) Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement, without consent, to a successor in interest to substantially all of the business of that party to which the subject matter of this Agreement relates; (B) The rights and obligations set forth in Sections 3, 5, 6, 7, 9, 10, and 11 of this Agreement will survive any expiration or termination of this Agreement; (C) If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable; (D) All notices and communications relating to this Agreement will be given in writing and delivered to either party as addressed herein by certified mail or by any nationally recognized overnight carrier capable of tracking such notices and communications. All notices will be effective upon receipt; (E) This Agreement will be governed by, and construed in accordance with, the laws of Florida without regard to its conflict of law provisions. EACH PARTY WAIVES THE RIGHT TO JURY TRIAL IN ANY SUIT BASED UPON OR ARISING OUT OF THIS AGREEMENT. Any action of any kind by either party arising out of this Agreement must be commenced within the term set forth by the state of Florida Statute of Limitations beginning from the date the right, claim, demand, or cause of action first arises; (F) The terms and conditions of this Agreement, including any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by both parties. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement. The foregoing terms and conditions will prevail notwithstanding any variations from the terms and conditions of any order submitted by Customer. A valid contract binding upon Software AG will come into being as of the time Software AG's authorized representative accepts it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

Software AG, Inc.

School Board of Palm Beach County

By: Jennifer M. Loudenslager
Name: JENNIFER M. LOUDENSLAGER
Title: DIRECTOR OF ACCOUNTING
Date: 4/19/07

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

Attachment I (to the T&M Agreement for Contract # 12737 for The School District of Palm Beach)

STATEMENT OF WORK Product Version Upgrade

1 Background

Software AG proposes to provide the services of a SE Advisory Consultant with requisite expertise to assist in the upgrade of The School District of Palm Beach (“PBC Schools”) Software AG product suite. Specifically, Software AG will install, configure and test the new releases of Natural, Adabas, and Predict in the Test, Development, and Production environments on the PROD LPAR.

2 Scope

The following chart lists the Software AG products utilized in the PBC Schools environment that are candidates for upgrade.

Product	PBC Schools' Current version	Latest Software AG Products in Release
ADABAS	7.1.3	7.4.4
NATURAL	3.1.5	4.2.2
Natural Security	3.1.5	4.2.2
CICS Interface	2.3.7	4.2.2
Natural for DB2	3.1.6	4.2.2
Natural for VSAM	3.1.5	4.2.2
Predict	4.2.2	4.5.1*
Construct	4.4.1	5.1.1
Natural Advanced Facilities	2.3.7	4.2.2

*An intermediate step upgrade of Predict to version 4.3 and 4.4 will be required for this upgrade, prior to upgrading Predict to version 4.5.1.

**Appendix A
STATEMENT OF WORK
Product Version Upgrade**

3 Staffing

One (1) SE Advisory Consultant will be assigned to perform this project. The qualified SE Advisory Consultant possesses the following expertise:

- Strong ADABAS/Natural experience and related products
- Good verbal communication skills
- Good written communications skills

4 Work to be Performed

Software AG proposes that the project should be done in two parts.

1. Upgrade the Adabas SVC and all three Adabas databases to version 7.4.4. A trial run could be done on a separate subsystem first to build confidence. The SVC needs to be done for all three databases at the same time since they share the SVC. To test this fully, it should be done to correspond with an IPL.
2. Upgrade Natural system by system. For first system, set it up to run in parallel with the existing system until system is tested out. This assumes DATABASE space to install new files while leaving the old files in place.

Please note that PBC Schools would need to obtain all Software AG software and installation manuals for these products prior to Software AG’s SE Advisory Consultant arriving on-site.

Software AG estimates that the project will take approximately business 17 days to complete. This can be divided up to allow for testing between steps. Preparation time for one step can overlap the testing of the previous steps.

Process	Sub Process	Time
Installing the Adabas v744SVC and Adabas v744		5 days
	Setup	1 days
	Installation across the three databases	2 days
	Remain on-site to cover any problems that might surface after installation Natural preparation can begin during this time.	2 days
Installing Natural and its related add-on products, plus		12 days



**Appendix A
STATEMENT OF WORK
Product Version Upgrade**

Process	Sub Process	Time
required pre-work		
	TEST environment: Setup 2 days Installation 2 days Estimated testing of the newly upgraded environment by qualified personnel*	4 days
	DEVELOPMENT environment Setup 1 day Installation 2 days Estimated testing of the newly upgraded environment by qualified personnel*	3 days
	PRODUCTION database environment Setup 1 day Installation 2 days	3 days
	Remain on-site to assist with problems that might surface after installation	2 days

* For our software products, Software AG will provide software installation verification and functionality testing of products we have upgraded / installed. This will include Adabas and Natural Utility testing and database related interfaces (i.e. any user exits, DB2 interface, access method transactions, etc.). Testing relating to the actual business application will be performed by PBC Schools. Actual testing time to be determined by PBC Schools.

5 Pricing

The services contained in this SOW will be performed on a time and materials basis as follows:

Resource	Estimated Duration	Hourly Rate	Estimated Price
SE Advisory Consultant	136 Hours	\$315	\$42,840

Price includes all out-of-pocket expenses including, but is not limited to, telephone charges and travel and living expenses.

6 Payment Terms

Appendix A STATEMENT OF WORK Product Version Upgrade

Software AG will invoice PBC Schools monthly in arrears for the all hours worked during the period and for associated out-of-pocket expenses. Payment terms are net 45 days. Any invoices not paid within thirty (45) days from date of invoice are subject to interest charges at a monthly rate, equal to one and one-half percent (1.5%) of the unpaid balance each month, or at the maximum lawful interest rate allowable, whichever is lower.

7 Acceptance

Acceptance consists of upgraded products that can be tested with a reasonable amount of accuracy. A reasonable amount of accuracy is defined as software that can be executed without critical errors.

8 Assumptions

This SOW was developed based upon certain assumptions, changes to which may impact the project plan and/or pricing.

- 1) This SOW will remain valid until May 31, 2007.
- 2) Software AG's SOW is contingent upon mutual execution of appropriate Software AG contract documents prior to project start. No other terms and conditions shall apply, notwithstanding any variation from the terms and conditions of any order submitted by PBC Schools.
- 3) Subsequent to mutual contract execution, PBC Schools and Software AG will reach mutual agreement as to the project start date and will adjust the project schedule accordingly.
- 4) The estimated level of effort in this SOW assumes that no modifications have been made to any of the Construct models.
- 5) PBC Schools will assign a dedicated point-of-contact for the duration of the project.
- 6) Software AG's SE Advisory Consultant will have on-site security access to PBC Schools' system.
- 7) PBC Schools will provide on-site facilities for Software AG's SE Advisory Consultant to include:
 - Adequate work area;
 - Telephone access;
 - Supervised system security and access;
 - Internet access;
 - Building access;

Appendix A
STATEMENT OF WORK
Product Version Upgrade

- Parking; and
 - Fax, copying, and printing capabilities.
- 8) PBC Schools is responsible for obtaining all required product licenses and will make available all documentation and all software media (Software AG and non-Software AG) upon request as needed during the project.
- 9) Timely access to PBC Schools technical staff during the life of the project is essential to project completion. “Timely” is defined as “within the same working day”.