SYCLO PURCHASE AGREEMENT

By signing and returning this Purchase Agreement, the Parties accept the terms and conditions contained herein.

Supplier: Syclo, LLC, 1721 Moon Lake Blvd., Suite 300, Hoffman Estates, IL 60169

(Hereinafter Syclo)

Board: School Board of Palm Beach County, Florida, 3300 Forest Hill Blvd.,
West Palm Beach, FL 33406
(Hereinafter The Board)

Addenda: Attached to this Agreement are the following:

X	A.	Professional Services Terms and Conditions & Statement of Work
X	B.	Pricing Schedule and Payment Terms
X	C.	Software License Agreement
X	D.	General Terms and Conditions
X	E.	Confidentiality Agreement
X	F.	Supplemental Provisions

Effective Date: The term of this agreement commences on May 3, 2007 ("The Effective Date").

This Agreement encompasses the purchase of professional services as well as software licenses, and support and maintenance. The Statement of Work for Professional Services are included in Addendum A. The Board may license Software or purchase Services and Supplier shall provide the Software as described in Addendum C and/or services as described in Addendum A at the prices specified in Addendum B and in accordance with the terms and conditions as set out in the attached Addendum. It is the intent of the parties that both the General Terms and Conditions set forth in Addendum D and the Supplemental Provisions set forth in Addendum F shall apply to and supplement the terms and conditions of both Addendum A and Addendum C, to the extent that specific terms and conditions of Addendum D or Addendum F do not conflict with specific terms and conditions of either Addendum A or Addendum C. In the event that a specific term or condition of Addendum A or Addendum C conflicts with a specific term and condition of Addendum D or Addendum F, the specific term and condition of Addendum A or Addendum C shall govern.

All Purchase Orders issued to Syclo by the Board during the term of this Agreement shall be governed only by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on the Board's Purchase Order. Any additional or different terms in the Board's documents are hereby deemed to be material alterations and notice of rejection of them is hereby given.

Please print, sign and return three (3) copies of this entire Agreement to:
Syclo LLC, 1721 Moon Lake Blvd, Suite 300, Hoffman Estates, IL 60169 Attn: Contract Manager

Syclo LLC

Signature: _Mml Schly_

Printed Name: _Mark Schlossberg_

Title: _Senior VP_

Date: _4/23/2007_

School Board of Palm Beach County, Florida

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ADDENDUM A
Project Overview, Statement of Work and
Professional Services Terms and Conditions

Project Overview & Statement of Work

INTRODUCTION

The goal of Syclo's participation in the implementation process is to provide School Board of Palm Beach County, Florida ("the Board") with a "jump start" implementation program so the Board will be able to establish a base knowledge to design, develop, and deploy a specific mobile device strategy.

This Statement of Work ("SOW") relates to the Board's planned pilot for an implemented mobile strategy in the Facilities Management Division as part of the implementation of the District's CAFM system.

This SOW encompasses services associated with two Syclo templates – Inventory and Work Manager. Deliverables include data elements and configuration planning, as well as knowledge transfer to prepare District staff to utilize the Agentry environment in conjunction with the CAFM project.

SCOPE OF SERVICES

A. Data Elements, Screens and Configuration Planning

For both the Inventory and Work Manager templates, Syclo will perform the following activities and deliverables.

1.   Activities: Review and complete the SMARTWorks Inventory and Work Manager Templates in order to identify the data elements and screens, that need to be developed/configured in Agentry.   Data elements to coincide with Syclo Standard Template.
2.   Review and complete SMARTWorks Implementation Planning forms for Inventory and Work Manager. These forms will address the Board's Facilities Management Division's business processes and business rules relating to inventory and work order management.

Deliverables and Criteria for Acceptance:

1.   Completed Data Element Spreadsheets
2.   Completed Implementation Planning Forms

Acceptance will constitute completion of the data spreadsheets and Implementation Planning forms according to the Board's Facility Management's business processes and business rules.

B. Application Configuration

The intent of the services in this area are for Syclo to provide extended training and support to Board staff.
Activities:
1. Assist in configuration of the SMARTWorks Inventory and Work Manager Templates according to functionality planning forms and data mapping spreadsheets.
2. Assist in performing unit testing.
3. Transfer knowledge of the Agentry Module Components to Board staff to assist in preparing Board staff to utilize the Agentry environment in conjunction with the Facilities Management Division's pilot of the CAFM project

Deliverables and Criteria for Acceptance:
1. Syclo's deliverable will be assistance to Board staff to prepare them to utilize the Agentry environment.
2. A checklist of the Agentry Module Components identifying specific items to be provided to the Board's staff.

Acceptance of these deliverables will occur within the terms of Section 2 of the agreement with the following clarification. Acceptance will occur when the Board and Syclo jointly signoff on completion of the Module Components checklist indicating that knowledge has been successfully transferred to Board staff. That transfer will have occurred when the parties jointly agree that:

- Board staff have been introduced to and trained in the details of each of the Module components, including Objects, Screen Sets, Transactions, Client Actions, Fetches, Rules, Steps, and Reports and understands the functionality and how to build a working example of each;
- Board staff, with Syclo's assistance, has built one working example in each of the Module Components, and has been able to work through two cycles of troubleshooting each example with Syclo's assistance.

DISTRICT RESPONSIBILITES and ASSUMPTIONS

1. The Board take the data element spreadsheets as defined in A above and provide backend integration mapping to the specific CAFM system API calls, databases and fields prior to beginning Application Configuration.
2. Board will provide access as needed by Syclo to the District's system for assistance with application configuration as described in B above.
3. Board will be trained in Syclo Agentry prior to this work project.
4. Board will self-maintain the result of this project; i.e., the mobile application to be built and installed.
5. Syclo will have remote VPN access to the Board database and development environment that is used for this work effort.
6. The Board will create an overall project plan for this work effort. Syclo will determine resource staffing, allocation and scheduling per this project plan and the Board's direction.
7. Board will ensure that a workable software environment is in place so that Syclo staff can initiate their provision of professional services outlined in this Addendum A.

Addendum A (continued)
Professional Services Terms and Conditions

The following terms and conditions apply to all Professional Services provided by Syclo pursuant to a valid Statement of Work and attached and incorporated into this Agreement:

1. Change Control
1.1 Any and all project changes, as defined by this Statement of Work or the Detailed Project Plan, whether or not they might impact Syclo's projected level of effort for the Board's Application project or may affect the Project Schedule, shall be tracked with a Project Change Request through the Syclo Project Management staff. Change requests may originate from either Board or Syclo project staff sources.

1.2 Syclo project management staff is responsible for entry of the change request into the change control database. Once the Board Project Manager and the Syclo Project Manager agree that a project change is to be made, the Syclo Project manager will evaluate the change for its complexity. Minor changes (no significant project impact) may be accepted or rejected immediately. Complex changes (both complex to implement or complex to assess) will require an impact analysis carried out by the Syclo Project Manager. This impact analysis will outline the additional costs (if any) and the time it will take to implement the change, as well as the impact to the overall Board Application project plan.

1.3 Once the impact assessment is completed, the change request is routed to the Board Project Manager. Based on the findings of the assessment, the Board may choose to recommend acceptance or rejection of the change. The Board, through its Project Manager, will then send its written approval of the Change Request recommendation to the Syclo Project Manager for implementation.

1.4 There will be no charge for the work of the impact assessment if the impact assessment can be achieved within less than 2 person day. If the work involved in assessing the proposed change is larger than this, both parties will agree on how this cost will be covered. It could be separately, or as a modification to the scope of the existing project. The costs must be agreed upon before the impact assessment work is started.
1.5 Change control will be put into effect when excess work is required from Syclo team members due to any of the following items:

a) Change in project scope (defined as work request by the Board beyond the scope of the SOW or the base-lined Functional Specifications)

b) Explicit change in project duration (from project plans generated for each project by Syclo)
c) For all changes potentially impacting project cost or schedule, a Change Order shall be created and submitted to the Board.
1.6 The cost and schedule impact of the requested change shall be documented in the Change Order. Once approved, the Change Order shall become an addendum to the functional specifications and this agreement.

2. Deliverable Approvals and Acceptance
2.1 All Deliverables required to be produced by Syclo pursuant to this Statement of Work shall be submitted to the Board Project Manager for review and approval in accordance with the following procedures, or in specific instances the Syclo Project Manager and the Board Project Manager may use another method by mutual agreement:

a) The Board Project Manager will have 5 Business Day to review the Deliverable.

b) At the end of the time period indicated in item 2a above, the Board Project Manager will submit in writing to Syclo a detailed statement which either:

(i)approves the Deliverable as is;
(ii) approves the Deliverable in part and rejects it in part or
(iii) rejects the Deliverable as a whole.

c) In the event the Deliverable is rejected in whole or in part with a detailed explanation of the reason for rejection, Syclo will have three Business Days to either revise the Deliverable and resubmit the revised Deliverable for the Board Project Manager's review and approval, or, in the case of substantial revisions, to agree with the Board project Manager when the Deliverable will be revised. The Board Project Manager shall be given three Business Days to re-review and approve and/or reject the revised Deliverable.

2.2 Board may not unreasonably withhold approval of a deliverable. The following are the only reasonable causes for rejection:

(i) the deliverable does not match the tasks or requirements specifically identified in the SOW or the subsequently mutually agreed to design

(ii) The Deliverable or parts of the Deliverable when compiled as a whole do not integrate properly.

2.3 User Acceptance Testing. The parties acknowledge that User Acceptance Testing may be desirable for complex and customized development. Such User Acceptance Testing shall be specifically identified as a deliverable within the appropriate Statement of Work and the process for developing the User Acceptance Test shall be agreed to before the issuance of the Statement of Work.

3. Final Acceptance
3.1 One of the deliverables identified in the Statement of Work for product implementation or custom development is a Functionality Acceptance Test (FAT). This test will be the sole criteria for acceptance and testing of the deliverables pursuant to this Agreement. The Board must agree and sign-off on the FAT prior to System Development and Testing. No changes to the FAT will be accepted after sign-off without the prior written consent of Syclo. If the FAT identified a problem with the deliverables, Syclo shall have five business days to correct the problem. The Board will then have five business days to test the solution and determine, in accordance with the FAT if the solution solves the problem. The Board shall sign-off on the final acceptance of the Functionality Acceptance Test. The Board shall not unreasonably withhold acceptance or sign-off of the Functionality Acceptance Test. In addition, if the Board refuses or fails to complete sign-off or notify Syclo of a problem identified in the FAT within five business days of completion of the scheduled FAT, the deliverables shall be deemed accepted. The Board's use of Application in production shall be deemed acceptance of the deliverables. In the event that any future Statements of Work under this Agreement include software development, the procedures set forth in Addendum F, attached hereto and made a part hereof, shall govern the Board's testing and acceptance of deliverables and Syclo's responsibilities to remedy deficiencies to deliverables. The parties agree that individual Statements of Work may modify, clarify or supplement the procedures set forth in Addendum F, however in the absence of such modification, clarification or supplementation, the procedures set forth in Addendum F shall govern.

4. Ownership

4.1 Board's Intellectual Property means the intellectual property, created by the Board or its employees and agents that pre-exists Syclo's performance of services under this Agreement. The Board hereby retains all right, title, and interest in the Board's Intellectual Property (including ownership of any copyright). Unless otherwise agreed to by the parties in a future Statement of Work, the Board grants Syclo a license to use the Board's Intellectual Property only during the performance of services under this Agreement and for no other purpose. Sylco acknowledges that this license does not authorize Syclo to incorporate the Board's Intellectual Property into Syclo's Intellectual Property or to use the Board's Intellectual Property in the performance of services for third parties, unless expressly authorized in a future Statement of Work.

4.2 Syclo's Intellectual Property means the intellectual property, created by Syclo or its employees and agents that pre-exists Syclos's performance of services under this Agreement. Unless otherwise agreed to by the parties in a future Statement of Work, Syclo shall own the application developed pursuant to this or future Statements of Work, exclusive of any of the Board's Intellectual Property, and shall retain all rights and title to sell and distribute the application as a Syclo product.

4.3 Unless otherwise agreed to by the parties and stated in Addendum F, the parties agree that Syclo shall own the application developed pursuant to this Statement of Work and shall retain all rights and title to sell and distribute the application as a Syclo product. In addition, the Board acknowledges that any Syclo software products which are the subject of professional services provided under this Agreement are highly configurable products and the Board has no ownership rights in any particular configuration of the software beyond the configuration as it exists containing Board specific data and information. The Board shall have a perpetual, non-exclusive license to use and modify the application within the terms of this Agreement.

5. Warranty
5.1 Syclo warrants that the implementation and custom development deliverables outlined in a particular Statement of Work developed pursuant to this Agreement will perform in substantial accordance with the documentation and Functionality Acceptance Test in the software environment as it existed at the date of acceptance for a period of (60) sixty days after the date of Acceptance. In addition, Syclo warrants that its services will be provided in a professional and workmanlike manner. Except as provided herein, the parties agree that Syclo makes no warranties, whether express or implied, relating to any Syclo products provided pursuant to this Agreement, documentation, or maintenance and support. Syclo does not warrant that the software will be error-free, timely, or reliable or meet the Board's requirements. SYCLO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SOFTWARE DEVELOPED OR PROVIDED PURSUANT TO THIS AGREEMENT, DOCUMENTATION OR MAINTENANCE AND SUPPORT.

6. Limitation of Liability

6.1 In no event will Syclo be liable for any indirect or special damages, including without limitation, loss of profits, loss of use, business interruption, loss of data, or special, punitive, incidental, or consequential damages of any kind arising out of this Agreement.

7. Indemnification

7.1 Syclo shall, at its expense, indemnify, defend, and hold the Board harmless from and against any legal claim or proceeding that the deliverables provided under this Agreement infringe a United States patent, copyright, trade secret, or other proprietary right of any third party, provided that the Board has given written notice of any claim, action, or allegation of infringement to Syclo within fifteen (15) days after the Board first receives written notice thereof. Syclo will have exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion and Syclo will not be responsible or indemnify the Board for any settlement or compromise made without Syclo's prior written consent. The Board shall give such assistance and information as Syclo may reasonably require to settle or oppose such claims. If any such infringements occurs or may occur, Syclo may, at its sole option and expense:

> a) Procure for the Board the right to continue use of the Application;
> b) Modify or amend the Application, or replace the Software with other software having similar capabilities; or
> c) Terminate this Agreement and repay to the Board an amount equal to the License Fee. Syclo and the Board will then be released from any further obligations to the other under this Agreement except for the obligations of indemnification provided for above and such other obligations that survive termination.

7.2 Syclo shall not be liable to the Board under the terms of this Section or otherwise if any infringement or claim thereof is based upon (I) the use of the Application in violation of this Agreement, (ii) use of the Application in combination with any other software program, or (iii) use of a superseded or altered release of the Application if such infringement would have been avoided by the use of a current unaltered release of the Application. The foregoing state the entire liability of Syclo with respect to infringement of a United States patent, copyright, trade secret, or other proprietary right.

7.3 If the Board develops the application, makes any unauthorized changes or modifications or in any way modifies the environment in which the application resides, the Board shall, at its expense, indemnify, defend, and hold Syclo harmless from and against any legal claim or proceeding that the application software infringes a United States patent, copyright, trade secret, or other proprietary right of any third party, provided that

Syclo has given written notice of any claim, action, or allegation of infringement to the Board within fifteen (15) days after Syclo first receives written notice thereof. The Board will have exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion and the Board will not be responsible or indemnify Syclo for any settlement or compromise made without the Board's prior written consent. Syclo shall give such assistance and information as the Board may reasonably require to settle or oppose such claims.

8. Board Responsibilities:

8.1 To ensure successful completion of this project in a timely manner, the Board must be able to provide the following items:

> a) Primary contact person for services described in this Statement of Work
> b) Coordination and scheduling of meetings
> c) Prompt access to documentation on existing applications and networks
> d) Prompt access to all equipment as requested by Syclo
> e) Prompt access to all necessary facilities as requested by Syclo
> f) Prompt access to Subject Matter Experts
> g) Prompt access to individuals knowledgeable in current systems
> h) Prompt delivery of all required branding, marketing, interface design, site schematics, and graphics development information required for completion of the project

9. Syclo Responsibilities

9.1 Syclo will be responsible for the following items:
> a) Coordinate closely with the identified the Board primary contact for all items relating to these projects
> b) Provide the Board with a detailed project plan for the project
> c) Prepare and update budgetary estimates throughout the project
> d) Work closely with the Board and any identified third parties towards timely completion of project tasks and resolution of any outstanding issues
> e) Provide timely and informative project status reporting including estimated expenditures to date, revised estimated project plan and revised estimated budget

10. Schedule

10.1 The parties acknowledge that project completion dates are a function of project start dates and delays in starting the project may impact the scheduled timetable for completion.

11. Expenses

11.1 The expenses consultants incur are included in hourly rates per consultant. Expenses will be limited to travel, meals based on the Board's per diem, hotel accommodations, and rental car or taxi fare.

11.2 An 8-hour workday is assumed for scheduling purposes. In addition to on-site work, actual days may include work after hours, off-site or at the consultant's office or home.

11.3 It is the responsibility of the Board to make available the personnel required to work with the assigned Syclo professional. Syclo cannot be held responsible for schedule delays or work stoppages caused by the inability of the Board to make the appropriate personnel available during this project.

12. Fixed Fees

12.1 Fees will be fixed for any initial and subsequent Statement of Work, to include expenses. Any changes to a Satement of Work and related fixed fees shall be developed jointly by Syclo and the Board and will be documented in modifications to the related Statement of Work prior to any work commencing related to the modifications..

13. Termination of Professional Services

13.1 The parties reserve the right to terminate this professional services contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated as provided for herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay the amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. Each Party will have just cause to terminate this Agreement immediately upon notice to the other Party if the other party or any of its employees breaches any material obligation under this Agreement and fails to cure the breach such breach within 30 days after a Party demands its cure.
In the event it is determined that a termination for breach was unjustified, the termination shall be deemed a termination for convenience and Syclo shall be entitled to payment for work actually performed prior to the termination and to any additional sums.

ADDENDUM B
Price Schedule and Payment Terms

A. Software Licenses

Item	Unit Price	Quantity	Total
Within 12 months of the Effective Date of this Agreement, the Board will purchase the following licenses:			
(a) Agentry Server License	$2,500.00	1	$2,500.00
(b) Agentry Client Licenses . Pricing on any additional licenses purchased through December 31, 2008 to remain at $300 per license. Pricing on any licenses purchased between January 1, 2009 and December 31, 2009 will increase to $350 per license.	$300.00	200	$60,000.00
Total Software Licenses			**$62,500.00**

B. Software Templates

Item	Price	Quantity	Total
Agentry Application – Inventory Template • Cycle Count • Material Issue • PO Receiving	$17,000.00	Unlimited Use	$17,000.00
Agentry Application Template – Basic Work Orders • Download Work Orders • Start/Hold/Complete/ Transfer	$22,500.00	Unlimited use	$22,500.00
Total Software Templates			**$39,500.00**

C. Subscriptions and Support and Maintenance

Item	Price	Quantity	Total
Agentry Developers Pack – 2 Years Subscription for development use only • Developer Server • Agentry Editor • 5 Test Client License Developer Support	$5,000.00	2 years	$10,000.00
Support and Maintenance related to 200 Agentry Client Licenses and One Agentry Server License			$50,713.00
Total Subscriptions and Support and Maintenance			**$60,713.00**

D. Professional Services

Item	Price	Quantity	Total
Professional Services (fixed price inclusive of expenses)			**$34,000.00**

E. Summary

Item	Price	Quantity	Total
A. Total Software Licenses			$62,500.00
B. Total Software Templates			$39,500.00
C. Total Subscriptions, Support & Maintenance			$60,713.00
D. Total Professional Services (incl expenses)			$34,000.00
TOTAL Software Licenses, Templates, Subscriptions, Support and Maintenance and Professional Services			**$196,713.00**

F. Payment Terms

1. Payment Terms For Support and Maintenance

   a. The parties agree to a schedule of the following fees under this Agreement as outlined below.

   b. The annual cost of Support and Maintenance is calculated at 17% of the value of licenses purchased according to Section A of this Addendum for a period of three years ("The Initial Term") commencing on the Effective Date of this Agreement. For each year following the Initial Term, and beginning May 3, 2010, the Board agrees to pay an increase in support and maintenance fees equivalent to a 3% increase over the prior year.

c. The term of this Agreement for Support and Maintenance will run from the Effective Date of this Agreement through June 30, 2012. Support and Maintenance fees for the period between the 2012 anniversary date of this agreement and June 30, 2012 will be prorated to reflect the portion of a year remaining as of the anniversary date in 2012.

d. Syclo will invoice the Board for the following amounts on the following schedule relating to support and maintenance fees for the initial 200 Agentry Client Licenses and the one Agentry Server License purchased according to this Addendum B:

   i. May 3, 2007 $ 5,313

   ii. May 3, 2008 $10,625

   iii. May 3, 2009 $10, 625

   iv. May 3, 2010 $10,944 (reflecting 3% escalation)

   v. May 3, 2011 $11.272 (reflecting 3% escalation)

   vi. May 3, 2012 $ 1,932 (reflecting 3% escalation)

   vii. Total: $50,713

e. Payments for Support and Maintenance on any additional licenses will be structured using the same terms as apply to the initial licenses purchased.with fixed prices tied to Anniversary dates of this agreement.

2. Payment Terms For Professional Services Contained in Addendum A

The services described in Addendum will be delivered for a fixed price of $34,000, including expenses. Syclo will submit invoices for approval by the District based on completion of deliverables in Sections A and B outlined in Addendum A. Approval for payment will be contingent on District approval of acceptance of the deliverables as outlined in Section 2 of the Professional Services Terms and Conditions. The fixed fee amount (including expenses) is based on the expectation that Syclo will be on-site with Board staff for no more than three work weeks (encompassing three trips) as they provide the services outlined in Addendum A.

ADDENDUM C
Syclo Software License Agreement

1. Definitions

1.1. "Software" means the computer software identified in Addendum B and the related Software Documentation, the backup diskettes, and all additions, corrections, updates, and enhancements provided under this Agreement, together with all copies of such items.

1.2. To "disclose" Software means to allow any person to possess, use, view or copy any portion of such Software.

1.3. To "copy" Software means to create a representation of any portion of such Software in or on any medium, whether physical, magnetic or otherwise. A "copy" refers to the representation thus created.

2. License

Syclo, LLC (Syclo) grants the Board a non-exclusive, nontransferable limited license to use the Agentry Software. Syclo remains the owner of the Software and of any copy of the Software the Board may make. This license agreement is made solely between Syclo and the Board. Syclo is the disclosed principal and sole party to this agreement with the Board.

3. Term

The Board's license will remain in force for fifty (50) years.

4. Installation

Syclo products must be installed in accordance with Syclo's Installation Procedures provided with the product or by Syclo certified professional services.

5. Proprietary Rights

The Board and Syclo agree that Syclo owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, whether made by Syclo or any third party.

6. Confidentiality:

Limitations on the Board's use of the Software

6.1. Board may make two copies of the Software for its own internal use, as a back-up, provided that the Board includes in and on such copies all notices of copyright and proprietary rights appearing in and on the Software. All such copies must be erased or destroyed when they are no longer required. Except for such back-up copies, the Board will not copy or permit anyone else to copy any portion of the Software. All copies remain the exclusive property of Syclo.

6.2. The Board agrees the Software contains proprietary information, including trade secrets, know-how and

confidential information that are the exclusive property of Syclo. During the period this Agreement is in effect and at all times after its termination, the Board and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or other wise make available this information to any third party to use such information except as authorized by this Agreement.

6.3. The Board shall not disassemble, unassemble, or decode any portion of the Software. The Board shall not modify any portion of the Software, or merge or embed the Software into another computer program.

6.4 Additional terms and conditions relating to Confidentiality are contained in Addendum D to this Agreement.

7. Limited Warranty and Disclaimer of Implied Warranties

7.1. Syclo warrants to the Board that the Software will perform in accordance with the Documentation (User Manuals) in the software environment as it exists on the date of acceptance for a period of sixty (60) days from the date that the initially purchased Software is installed. If during this time period the Software does not perform as warranted, Syclo shall, at the Board's option, correct or replace such Software free of charge. In addition, Syclo warrants to the Board that the media on which the Software is distributed will be free from defects in materials and workmanship under normal use for a period of sixty (60) days from the installation date. Syclo will replace any defective media returned to Syclo within a sixty (60)-day period. The foregoing are the Board's sole and exclusive remedies for breach of warranty.

7.2. Except as set forth above, Syclo makes no warranties, whether express or implied, relating to the Software. Syclo does not warrant that the Software will be error-free, timely, reliable or meet the Board's requirements. In addition, Syclo specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Software.

8. Board Remedies and Limitation of Liability

8.1. In no event will Syclo be liable for any loss of profits loss of use, business interruption, loss of data, or indirect, special, punitive, incidental, or consequential damages of any kind arising out of this Agreement, including without limitation, the development program, use of the software or documentation or support (or any delay in providing same), even if Syclo has been advised of the possibility of such damages, Syclo's liability under this Agreement for damages will not, in any event,

exceed the license fee paid by the Board under this agreement.

8.2. The provisions of Article 7 and this Article allocate risks under this Agreement between the Board and Syclo. Syclo's pricing reflects this allocation of risks and limitation of liability.

8.3. No action by the Board arising out of any breach or claimed breach of this Agreement may be brought more than one (1) year after the Board knew or reasonably should have known of the breach or claimed breach.

9. Infringement
Syclo shall, at its expense, indemnify, defend, and hold the Board harmless from and against any legal claim or proceeding that an unaltered copy of the Software infringes a United States patent, copyright, trade secret, or other proprietary right of any third party, provided that the Board has given written notice of any claim, action, or allegation of infringement to Syclo within fifteen (15) days after the Board first receives written notice thereof. Syclo will have exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion and Syclo will not be responsible or indemnify the Board for any settlement or compromise made without Syclo's prior written consent. The Board shall give such assistance and information as Syclo may reasonably require to settle or oppose such claims. If any such infringements occurs or may occur, Syclo may, at its sole option and expense:

9.1. Procure for the Board the right to continue use of the Software;

9.2. Modify or amend the Software, or replace the Software with other software having similar capabilities; or

9.3. Terminate this Software License Agreement and repay to the Board an amount equal to the License Fee. Syclo and the Board will then be released from any further obligations to the other under this Agreement except for the obligations of indemnification provided for above and such other obligations that survive termination.

10. Syclo will not be liable to the Board under the terms of this Section or otherwise if any infringement or claim thereof is based upon the use of the Software in violation of this Agreement,

(ii) use of the Software in combination with any other software program, or

(iii) use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software. The foregoing state the entire liability of Syclo with respect to infringement of a United States patent, copyright, trade secret, or other proprietary right.

11. Termination of License Agreeement
Subject to the provisions of Chapter 119, Florida Statutes, the Board may terminate this license at any time by complying with the following termination procedure:

11.1. The Board must erase or destroy the original and all copies of the Software and

11.2. The Board must certify in writing that the original and all copies have been erased or destroyed.

11.3. If the Board fails to comply with any material provisions of this Agreement after thirty (30) days notice and opportunity to cure, Syclo may, in addition to all other remedies available, terminate the license by notice to the Board. Upon termination by Syclo, the Board will comply with the termination procedure described above. Board's obligation to hold the Software in confidence and all related obligations shall survive termination of the license.

12. Assignment
Board may not assign or sub-license its rights under this Agreement.

13. Miscellaneous
This Agreement is the complete and exclusive statement of the Agreement between the parties. It supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement will be governed by the laws of the state of Florida, without reference to its conflict of laws rules. The Board and Syclo irrevocably consent to the exclusive venue and jurisdiction of the Southern District Federal Court and the 15th Judicial Circuit State Court in Florida in any action arising out of or in connection with this Agreement. This Agreement may not be amended except by written agreement of the parties. No agent, employee, or representative of Syclo except for an authorized officer of Syclo has any authority to bind Syclo to any affirmation, representation or warranty. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

General Terms and Conditions

1. Software

The Board wishes Syclo to develop an application using Syclo's SMART Works Templates and the Agentry Platform. Syclo's Software is provided subject to the terms and conditions of Syclo's Software License Agreement attached hereto as Addendum C. The following are definitions of the Software components listed above:

1.2 Agentry Editor

The Agentry Editor is an Integrated Development Environment (IDE) that allows developers to rapidly create and maintain their mobile solution. The Agentry platform then provides for the deployment and support of these applications, delivering solutions that work on a broad array of devices, both on-line and off-line. Through this Editor, developers use an object model to create a central definition and repository of functions (business logic and business rules) as defined and required for any given application.

1.3 SMART Works Templates

The SMART Works templates are components developed by Syclo and serve as the basis for developing Mobile Applications.

1.4 Agentry Server

The Agentry Server contains all of the communications, synchronization, security, error handling, personalization and transactional controls needed to deploy, manage and support mobile solution. Solution definitions created in the Editor are stored in a central repository on the Agentry Server. The Agentry Server interacts with the Agentry Clients to provide a complete mobile solution.

1.5 Agentry Client

The Agentry Client interprets the Editor definitions to create and control the user experience and runs directly on the individual handheld devices.

2. Requirements for Deployment

When the Board deploys the application, it must purchase licenses and maintenance for the Agentry Client software equal to the number of handheld devices intended to run the application and communicate with the Agentry Server. Keys for these licenses will be issued upon the receipt of a valid purchase order. When the Board installs the Agentry Server for deployment, the Server will require the key number issued pursuant to the above referenced purchase order. The Agentry Server will only acknowledge the number of Client handhelds its keys permit it to acknowledge.

3. Intellectual Property

3.1 Agentry Software

The Board acknowledges that Syclo owns all right, title and interest in the Agentry Software, including but not limited to the Agentry Editor, SMART Works Templates, Agentry Server, and Agentry Client Software, all associated documentation, and all trade secrets and know-how associated with the Agentry Software. The Board's use and access to Syclo's intellectual property shall be subject to the terms and conditions of this Agreement and the Syclo Software License Agreement attached hereto as Addendum C.

3.2 Custom Application

Intellectual property rights in the Custom Application developed pursuant to the Statement of Work in Addendum A shall be owned by the Board unless otherwise specified in the Statement of Work. The Custom Application does not include any of the Agentry Software intellectual property.

4. Support Definitions

4.1 General Support

General Support includes an initial determination made solely by Syclo as to whether the problem is due to the Agentry Platform or a problem with the Mobile Application; upon determination that the problem emanates from the Agentry Platform, Syclo will provide General Support by answering questions, troubleshooting code, examining logs, reviewing integration scripts and rules, and suggesting the implementation of code fixes and workarounds. All support services will be provided on a best commercial effort basis. In addition, General Support for the Agentry Platform will be provided only for the software environment as it existed on the date of acceptance and with respect to versions that, in accordance with Syclo's internal policies, are then being supported by Syclo, which will include the previous major version as well as the current version of the Agentry Platform. Support will not include services requested which are reasonably determined by Syclo to have been the result of accident or misuse or any alteration, modification or addition to the Agentry Platform other than by Syclo, and, in such cases, Syclo and the Board shall agree upon appropriate costs, if any, for such services

and such services shall be subject to prior written approval by the parties.

4.2 Developer Support

Developer Support is designed to assist the Board in the use of the Agentry Editor for the purpose of developing and maintaining, and supporting Mobile Applications running on the Agentry Platform. It includes the General Support services and will be provided in the same manner as General Support.

4.3 Mobile Application Support

Mobile Application Support arises after the initial determination that a problem is with the Mobile Application and is not included in the support and maintenance of the Agentry Platform. Mobile Application Support is the sole responsibility of the Board. Mobile Application Support is not provided by Syclo unless contracted to do so on upon prior written approval by the parties

4.4 Maintenance Definitions:

4.4.1. Agentry Platform Software Maintenance

Maintenance is defined as new versions, patches, maintenance releases and enhancements to the Agentry Platform, exclusive of the SMART Works Templates. All maintenance services will be provided on a best commercial effort basis. In addition, Maintenance for the Agentry Platform will be provided only with respect to versions that, in accordance with Syclo's internal policies, are then being supported by Syclo, which will include the previous major version as well as the current version. Maintenance will not include services requested which are reasonably determined by Syclo to have been the result of accident or misuse or any alteration, modification or addition to the Agentry Platform other than by Syclo.

4.4.2. SMART Works Template Maintenance is not provided pursuant to this Agreement.

4.4.3. Mobile Application Maintenance is not provided by Syclo unless contracted to do so on upon prior written approval by the Board.

4.5 Support Process

4.5.1. Once the Board identifies a support issue, the process and terms and conditions for providing support shall be as follows:

4.5.2. The Board shall contact Syclo via e-mail or telephone as described in the General Support section. Syclo's Support Center will make a determination whether the issue presented by the Board qualifies as a support issue. Syclo will have the sole authority to determine qualification.

4.5.3. For problems that are qualified by Syclo as a support issue, Syclo will provide support to the Board in the form of either a bug fix, a workaround, or a patch.

4.5.4. If Syclo determines that the problem lies within the Mobile Application and the Board is unable to resolve the problem utilizing the Support services described above, Syclo may resolve the problem for the Board upon prior written approval by the Board.

4.6. Support Terms and Conditions

4.6.1 Purchase of Initial Support for the Agentry Platform

The terms for duration, pricing, and payment of Support and Maintenance Plan are established in Addendum B to this agreement If the Board purchases additional users for the Agentry Platform Software, the SMP with respect to those additional users shall be in effect from the date of purchase until the end of the then-current SMP for the Agentry Platform and the fees for the additional users shall be appropriately pro-rated, it being the intent that the SMP with respect to all users and seats shall be co-terminus. If the Board elects not to continue the SMP and thereafter elects to reinstate such, the Board must pay, in addition to the then current SMP fee, all fees that would have been paid had the Board not let the SMP lapse.

4.6.3. Support shall be provided by Syclo as follows:

answer questions regarding use of the Agentry Platform by phone, fax and/or e-mail during regular business hours, 8am to 5pm CST Monday through Friday, as observed by Syclo (Phone number +1 847-230-3800 or 800-567-9256; fax number +1 847-230-3801; email support@syclo.com), use reasonable commercial efforts to correct errors in the Agentry Platform which cause the Agentry Platform to materially deviate from the functionality described in the Agentry Platform documentation through an update or workaround; provided full description of the suspected errors are submitted in writing to Syclo and Syclo is able to replicate such errors at its facilities and provide the Board with new versions, patches, maintenance releases and enhancements to the Agentry Platform, except for the SMART Works Templates, which Syclo provides without additional costs to its other Customers on the SMP.

4.6.4. Syclo shall not be required to provide Support or Maintenance if any of the following conditions apply:

any Agentry Platform errors which are the result of (i) failure to properly install or use the Agentry Platform in accordance with its documentation, (ii) accident, unusual physical, electrical or electromagnetic stress, misuse, failure of electric power, air conditioning or humidity control or failure of hardware, or (iii) modifications to the Agentry Platform other than by Syclo,

4.6.5 any superseded enhancement, version or upgrade at any time after one year from the U.S. release date of the new enhancement, version or upgrade provided that the current version and previous version are supported,

4.7. On-site Maintenance or Support services or services in addition to the services described herein shall be provided by Syclo to the Board pursuant to a Statement of Work executed by both parties.

5. Payment Terms

The terms of payment are net thirty days (30) from the date of the Board's receipt of invoices.

5.1. Any questions regarding invoicing, work assignments, or task priorities should be directed to Syclo's project manager.

5.2. Checks should be made payable to Syclo, LLC. Syclo's remittance address is:

Syclo, LLC
2606 Paysphere Circle
Chicago, Il 60674

6. Shipment and Delivery

6.1 Software is only shipped upon receipt of a valid Purchase Order from the Board. A Purchase Order shall only be deemed valid if it contains pricing and payment terms in accordance with Addendum B along with information identifying the Software and services being purchased under this Agreement.

6.2 Services will only be scheduled after execution of this Agreement and shall be scheduled at a time mutually agreeable to the parties.

7. Pricing

The price schedule detailed in Addendum B is available for any purchase orders issued within the term of this agreement.

8. Hardware

Syclo will not provide any hardware under this agreement. Hardware selected for use by the Board must be listed on the current Acceptable Hardware List available from Syclo. Syclo makes no warranties, claims, or promises related to the Acceptable Hardware except that the current version of the software is compatible with that hardware.

9. Termination

9.1. Breach: Either Party will have just cause to terminate this Agreement immediately upon notice to the other

Party upon the occurrence of any breaching event specified below or elsewhere in this Agreement: a party or any of its employees breaches any material obligation under this Agreement and fails to cure the breach to the Other Party's satisfaction within 30 days after a Party demands its cure.

9.2. Professional Services:

Termination of Professional Services is outlined in Addendum A.

9.3. Termination Obligations:

If Syclo terminates this Agreement for any of the reasons specified in section 9.1 and 9.2 above, the Board shall immediately cease use of the Agentry Software and return all intellectual property, including but not limited to the Agentry Software and documentation to Syclo, subject to the requirements of Chapter 119, Florida Statutes.

9.4. Materials:

The Board will, at Syclo's option, destroy or deliver to Syclo or its designee all items within the Board's possession or control that contain any information or bear a trademark which are exchanged pursuant to this Agreement, subject to the requirements of Chapter 119, Florida Statutes.

9.5. Affidavit:

Each party will deliver to the other a notarized affidavit that certifies that it has complied with all of its termination obligations contemplated under this Agreement.

9.6. Survival

The following terms identified by Addendum and section shall survive termination of this Agreement: Addendum A sections 4, 6, 7 and 13, Addendum C sections 5, 6, 8, 9, 10 and 11, Addendum D sections 3, 12 and 13, Addendum E in its entirety

10. Notices

Any notice that is required to be given hereunder shall be in writing and delivered by courier service or mailed by pre-paid registered mail addressed to the parties' respective addresses. Any such notice so delivered shall be deemed to have been received by the addressee at the time and date when actually delivered or in any event within ten (10) days after sending in the manner provided herein. The addresses provided herein may be changed at any time on prior written notice.

11. Assignment

Neither party shall have the right to assign or delegate in whole or in part this Agreement, or any rights, duties,

obligations or liabilities under this Agreement, by operation of law or otherwise, without the consent of the other party; provided that all references to Syclo hereunder shall include any successors in interest to Syclo whether by merger, consolidation, sale of substantial assets or otherwise; and further provided that Syclo shall be entitled to authorize any of its wholly owned subsidiaries to accept and fulfill any Purchase Orders placed by the Board under this Agreement; and further provided that such entities acknowledge that they are bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Syclo and the Board.

12. General

12.1. U.S. Export Restrictions: the Board acknowledges that the Product(s) and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Reseller will (i) comply strictly with all legal requirements established under these controls, and (ii) cooperate fully with Company in any official or unofficial audit or Inspection that relates to these controls, and (iii) not export or re-export any Product(s) without the appropriate United States and foreign governmental licenses or approval.

12.2. Compliance With Laws:

The Board agrees to comply with all applicable laws, rules, regulations, and policies of any legal authority throughout the Territory, and shall render Syclo harmless from any failure of the Board to do so.

12.3. Waiver:

The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement or its Appendices shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

12.4. Severability:

If any provision of this Agreement or its Appendices shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

12.5. Force Majeure:

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or its Appendices for interruption of services resulting

directly or indirectly from acts of God, civil or military authority, war, riots, civil disturbances, including but not limited to accidents, fire, earthquakes, floods, hurricanes, tornadoes, strikes, lock-outs, labor disturbances, foreign or governmental order, or any other cause beyond the reasonable control of such party.

12.6. Governing Law:

The parties hereby agree that any controversy, dispute or claim arising out of or relating to this Agreement which cannot be resolved informally shall be exclusively settled in the competent courts in the State of Florida and shall be governed by the laws of the State of Florida, without reference to is conflict of laws rules.

13. Confidentiality

The terms relating to confidentiality are contained Addendum E to this Agreement.

ADDENDUM E
Confidentiality Agreement

The parties wish to preserve the confidentiality of any information disclosed to the other in connection with the aforementioned discussions.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Board is a public agency of the State of Florida and as such is subject to the provisions of Chapter 119, Florida Statutes (the "Public Records Law"). Notwithstanding any provision in this Agreement, the Public Records Law shall govern any obligation of the Board to the extent there is a conflict between the Public Records Law and this Agreement and the Board shall have no liability to Syclo as a result of its compliance with the Public Records Law.

As a condition to receiving the information which either party or any of its employees, representatives or agents (the "Disclosing Party") may furnish to the other (the "Receiving Party") the Receiving Party covenants to hold and treat the information in strictest confidence and shall not use or disclose the information or any part thereof.

2. The Disclosing Party is the exclusive property owner of the information, material, and ideas embodied therein given to the Receiving Party under this Agreement.

3. As used herein, the term information shall mean all technical proprietary sales and financial data and information, whether written or oral, including but not limited to financial papers and statements, Board lists, research and development activities, vendors, computer hardware and software, products, drawings, trade secrets and information regarding operating procedures, pricing methods, marketing strategies, Board relations, future plans and other information deemed proprietary or confidential by the Disclosing Party, which has been verbally communicated or expressly and physically delivered to and designated in writing as Confidential and Proprietary by the Disclosing Party. All information disclosed to the Receiving Party shall be deemed to be Confidential and Proprietary Information.

4. The term Information does not include information which:

a) at the time of disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no fault of the Receiving Party; prior to disclosure hereunder, is

property within the legitimate possession of the Receiving Party;

b) was received by the Receiving Party from a third party having the legal right to transmit the same;

c) is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence;

d) the Disclosing Party provides written approval for its disclosure to parties not covered under this Agreement;

e) is obligated to be produced under order of a court of competent jurisdiction or a valid administrative or congressional subpoena;

f) is obligated to be produced pursuant to a public records request made under the Public Records Law.

5. In further consideration of the disclosure to be made by the Disclosing Party, the Receiving Party agrees to promptly redeliver to the Disclosing Party upon request and without relieving Receiving Party of any obligation of confidentiality all written material containing or reflecting any information (including all copies, extracts, or other reproductions) and further agrees that the Disclosing Party shall have no liability to Receiving Party resulting from use of the Information.

6. It is understood by both parties that this Agreement does not constitute a license to use the Information or material disclosed by the Disclosing Party except as specified herein.

7. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.

8. If either party is requested to disclose any Information, it will promptly notify the Disclosing Party to permit the Disclosing Party to seek a protective order or take the appropriate action. The Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other responsible assurance that confidential treatment will be afforded the Information. If, in the absence of a protective order, the Receiving Party, in the written opinion of its counsel addressed to the Disclosing Party, is compelled as a matter of law to disclose the Information, it may disclose to the party compelling the disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to disclosure, Receiving Party will advise and consult with Disclosing Party and its counsel as to such disclosure and the nature and wording of such disclosure) and Receiving Party will use its reasonable best efforts to obtain confidential treatment therefore.

9. This Confidentiality Agreement shall remain in effect until two years after the termination of the Syclo Purchase Agreement unless extended by mutual written consent of the Board and Syclo.

10. The Receiving Party shall not be liable to the Disclosing Party or to any other person or entity for any special, indirect, incidental or consequential damages resulting from any breach of this Agreement.

11. Because money damages would not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach in addition to all monetary remedies available at law or in equity.

12. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the

Information and the Receiving Party agrees that the Disclosing Party and its employees and agents shall have no liability to Receiving Party resulting from any use of the Information.

13. Neither party hereto shall in any way or in any form disclose, publicize, or advertise in any manner the discussions that give rise to this Confidentiality Agreement or the discussions or negotiations covered by this Confidentiality Agreement without the prior written consent of the other party.

14. This Confidentiality Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.

15. This Confidentiality Agreement shall inure to the benefit of the respective parties, their legal representatives, successors and assigns.

16. This Confidentiality Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

17. If any provision of this Confidentiality Agreement is illegal or unenforceable, its validity shall not affect the other provision of this Confidentiality Agreement that can be given effect without the invalid provision. If any provision of this Confidentiality Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.

ADDENDUM F
SUPPLEMENTAL PROVISIONS

The following provisions shall be added and incorporated into the terms and conditions of this Agreement. Any conflict between the terms and conditions provided below and any other terms and conditions within the Agreement shall be governed by the terms and conditions provided below in this Addendum F.

1.   The parties may agree to additional Statements of Work to be incorporated under this Agreement. Any additional Statements of Work shall be signed by both parties, numbered, provide any necessary pricing and payment terms relevant to the particular Statement of Work and reference this Agreement by parties and date of execution.

2.   The Board may become a beneficiary to the source code escrow during the term of this agreement by requesting and executing the requisite documentation. The Board will remain a beneficiary of the source code escrow only if the Board (i) remains a compliant subscriber to support services, and (ii) is not in breach of this agreement. If the Board becomes entitled to receive the source code (or any materials deposited by Syclo, the Board will (i) use the Deposit only as necessary to support and maintain the software so it can be used pursuant to the terms of this Agreement, (ii) maintain the Deposit in confidence and not disclose it, and (iii) be subject to all the restrictions contained in this Agreement which will also apply to the Deposit like it was Software. The Board agrees to indemnify, defend, and hold harmless from and against all claims, losses, damages, expenses, costs, judgments and settlements allegedly arising out of the Board's use, misuse, infringement, disclosure or breach of the restrictions contained in the Agreement, related to the Deposit. Syclo may change the escrow agent at anytime on notice to the Board.

3. If the parties agree to an additional Statement of Work for development, the following outlines the testing process requirements which are subject to modification and clarification within the specific Statement of Work:

A. Testing

Syclo represents that a key to success of the project is thorough testing of all development work. Successful testing requires not only diligent effort of Syclo but also reasonable participation by the Board. To this end, the following testing activities are included as a part of this Statement of Work.

(i)   <u>Unit Testing</u>. Unit testing is the testing of any development work by the technical team involved with the Project. Syclo shall be responsible for appropriate unit testing of any development work that the Syclo produces. Likewise, any development work assigned to and performed by the Board will require adherence to the same unit testing procedures as followed by the Syclo.

(ii)   <u>Stress Testing</u>: Stress testing is the process by which Syclo and the Board will test the capacity of the Software and the System to handle multiple concurrent users. Syclo shall conduct appropriate stress testing hereunder using appropriate software tools.

(iii)   <u>System Testing</u>: Syclo is responsible for developing and executing a series of test scripts that thoroughly test each of the Board's business process contained Syclo Software. The Board will provide functional experts for these sessions and, in accordance with the agreement, will sign off on the successful completion of each script. In the event that a script does not pass such testing, Syclo, with the Board's cooperation and reasonable

assistance, shall promptly resolve the error and then retest the applicable business processes until success, and the Board's acceptance, is achieved. System testing is an iterative process.

(iv)   <u>Parallel Testing</u>: Syclo shall conduct an extensive parallel test for 30 days. During this testing, the Board's applicable employees will be required to conduct their business processes to identify any discrepancies between what is expected and what results. Syclo shall promptly take appropriate action to correct or resolve any deficiencies that arise or are discovered, with testing then repeated. Each parallel test will require signoff, in accordance with the agreement, from the Board's Project Manager, to be deemed successful. The Board's functional experts and employees shall participate in such parallel testing to evaluate the results of each parallel test and to provide specific experience regarding the validity of the data entered by the Board's end-users. Failure of the Board to assist at this crucial time may possibly delay the go-live and, in accordance with the Agreement, might potentially result in increased fees for the Board.

B. Acceptance Criteria

Syclo shall be required to obtain, in accordance with the Agreement, the Board's Acceptance and user signoff of the system test, parallel test, stress test activities, and the final go-live, with respect to each of the Modules of the Syclo Software. The Board's Project Manager will be responsible for execution of this signoff. The following shall constitute the Acceptance Criteria to determine whether a successful completion of each of these segments has occurred.

i.   <u>System Test</u>: One successful test of each of the business processes identified in the SOW, as it exists at the beginning of the system testing segment of the Project for the applicable Syclo Modules, shall constitute a successful system test for that business process.

ii.   <u>Parallel Test</u>: If, after conducting testing of the business processes encompasses in the parallel test, the data entered into the Board's existing legacy system shows that the Syclo Software, as implemented by the Syclo hereunder, is accurate or more accurate than the Board's legacy system, then the Board shall certify the same to Syclo in writing.

iii.   <u>Stress Test</u>: If, after conducting stress testing in accordance herewith, the System is shown to adequately support sufficient concurrent uses as required by the Board to bring the System "live" in the Board's production environment, then the Board shall certify the same to the Syclo in writing. The required number of concurrent users will be based on the total number of the Board's expected users for the business process being tested, plus a reasonable factor for future growth, as mutually agreed upon by the Board's Project Manager and the Syclo's Project Manager, and included in the appropriate Statement of Work. The Board's Project Manager will obtain input from the Board's applicable business process owners for determination of the growth factor.

iv.   <u>Go-Live</u>: If the conversion from the Board's legacy systems to the Syclo Software System implemented by the Syclo hereunder is complete, all balances, counts, and history produced by the Syclo Software are accurate, and the system operates in all respects in accordance with the Agreement, and the applicable specifications and documentation, then the Board shall certify the same to the Syclo in writing.

C. Mock Conversion.

Practice makes perfect when it comes to converting a large amount of data. Therefore, a Mock Conversion will be conducted in which the Syclo, with cooperation of the Board staff who are involved with the conversion of the Board's legacy data shall sufficiently practice the execution of the data conversion scripts, so that there is no delay or error in the actual conversion. Syclo's conversion of such data just prior to the Go-Live Date relies upon having accurate, minute-by-minute scripting of the tasks essential for success, and through the practice described above, Syclo and Board shall prepare and produce such scripting. During the Mock Conversion, Syclo and the Board shall refine the detail of such scripting.

D. Go-Live

During the G-Live Phase, Syclo shall perform the necessary and appropriate last steps leading to the Go Live Date for the System, as well as the final conversion and validation of the System itself, so that the Board is provided with a fully functional and operational System.

E. Post Go-Live Support

During the Post Go-Live Support Phase, Syclo shall assist and help the Board's end users grow accustomed to the new System environment and shall provide appropriate technical support, quickly resolve issues, and provide daily communication, to the Board's user community. During this phase, Syclo shall also continue to refine reports and workflows, as appropriate, and as requested by the Board, as the need for such refinement becomes more evident after users utilize the System for the first time.

4. BACKGROUND CHECKS/ FINGERPRINTING

The Jessica Lundsford Act: All individuals who are permitted access on school grounds when students are present. Individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Syclo agrees that its assigned personnel may be required to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who may meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police department, at the sole cost of the Board. Syclo shall not begin providing services contemplated by the Agreement until Syclo receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Syclo assigned personnel(or discontinuation of Syclo's services) on the basis of the compliance obligations. Syclo agrees that neither the Syclo, nor any employee, agent nor representative of the Syclo who is knowingly convicted or who knows is currently under investigation for a crime delineated in Florida Statutes 435.04 will be knowingly employed in the performance of this contract.

5. INDEPENDENT CONTRACTOR

The Syclo is, for all purposes arising under this Agreement, an independent contractor. The Syclo and its officers, agents or employees may not under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Syclo or Board shall be deemed an officer, agent or employee of the other party. Neither the Syclo nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits

6. INSURANCE

Syclo shall maintain and provide the Board with a Certificate of Insurance for Liability Insurance and Worker's Compensation Insurance throughout the term of this Agreement commensurate with the levels contained in the attached certificate.

7. SERVICE LEVELS FOR SUPPORT AND MAINTENANCE

The parties agree that all service levels outlined below, regardless of criticallity, are supported by Syclo in the time periods from 8am -5pm Central Time Monday through Friday.

Severity	Description	Response
1 Critical	Error or problem which prevents the use of the Product and has a critical impact on the customer's business	Analyst will escalate the call immediately to the appropriate expert **Response Time : 1 Hour** **Resolution Target : 1 Business Day**
2 Urgent	Error or problem which impairs or curtails, but does not prevent the use of the Product and has a significant impact on the customer's business	Analyst will attempt to provide a workaround. If a workaround can not be found within 8 hours call will be escalated to appropriate expert **Response Time : 4 Hours** **Resolution Target : 2 Business Days**
3 Important	Error or problem which does not significantly impair the customer's use of the product	Analyst will escalate the call immediately to the appropriate expert **Response Time : 1 Business Day** **Resolution Target : Next Available Version**