

**SAP PUBLIC SECTOR AND EDUCATION, INC.
R/3 SOFTWARE END-USER LICENSE AGREEMENT
("Agreement")**

This Agreement is made effective as of the ____ day of December, 1999, by and between SAP Public Sector and Education, Inc., a Delaware corporation, with offices at The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004 ("SAP"), and The School Board of Broward County, Florida, a Florida body corporate, with offices at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("Licensee").

RECITAL

WHEREAS, SAP desires to grant to Licensee and Licensee desires to accept from SAP, a license to Use (as defined herein) SAP's proprietary Software (as defined herein) upon the terms and conditions hereinafter set forth; NOW, THEREFORE, SAP and Licensee agree as follows:

1. DEFINITIONS.

- 1.1 "Affiliate" means an organization owned, managed and/or chartered by Licensee located in the Territory. Any such entity shall be considered an Affiliate for only such time as Licensee continues to manage or charter such entity.
- 1.2 "Application Source Code" means proprietary uncompiled code, written in ABAP which are the specific functions within the applications (e.g., Financials, Logistics, etc.) of the SAP R/3 Software.
- 1.3 "Basis Source Code" means proprietary (partly) binary code, written in C, C++, JAVA programming language, which serves as the underlying foundation for the SAP R/3 Software Applications.
- 1.4 "Business Third Party" means any third party that requires access to the Software in connection with the operation of Licensee's and/or its Affiliates' business including, but not limited to, customers, distributors and suppliers.
- 1.5 "Correction Level" means a change in the Software between Versions (3.1(a)).
- 1.6 "Designated Unit" means each individual computer in which the Software and Third-Party Database are installed.
- 1.7 "Documentation" means SAP's documentation, in any medium, which is delivered to Licensee under this Agreement, including SAP's manuals, training materials, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.
- 1.8 "Extension" means an addition to the Software which does not require a Modification.
- 1.9 "Modification" means a change to the Software which changes the source code.
- 1.10 "Non-Productive Use" means Use of the Software solely for Licensee's or an authorized Affiliate's internal training, testing or developmental work.
- 1.11 "Productive Use" means Use of the Software solely to operate Licensee's or an authorized Affiliate's business.
- 1.12 "Program Concepts" means the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including their structure, sequence, and organization.
- 1.13 "Proprietary Information" means: (i) with respect to SAP and SAP AG, the Software and Documentation and any complete or partial copies thereof, the Program Concepts, Third-Party Database, any other third-party software licensed with or as part of the Software, benchmark results; and (ii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee, including all licensee data as stored in any SAP-provided database, or their licensors excluding, any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; (c) becomes independently available to the other party as a matter of right; or (d) is subject to inspection pursuant to Chapter 119, Florida Statutes.
- 1.14 "Release" means each issuance of the Software, excluding third party software, identified by the numeral to the left of the decimal point (e.g., 3.0).
- 1.15 "SAP AG" means SAP Aktiengesellschaft, the licensor of the SAP Proprietary Information to SAP.
- 1.16 "Software" means (i) all software specified in agreed upon Appendices hereto, developed by or for SAP and/or SAP AG and delivered to Licensee hereunder; (ii) any Releases, Versions, or Correction Levels of the Software as contemplated by this Agreement; and (iii) any complete or partial copies of any of the foregoing.
- 1.17 "Territory" means the United States of America.
- 1.18 "Third Party Front-End" means any Licensee or third party software and/or device interfaced to the Software.
- 1.19 "Third-Party Database" means third-party proprietary database software licensed through SAP to Licensee.
- 1.20 "Use" means to load, execute, access, employ, utilize, store, or display the Software.

1.21 "Users" means any combination of users licensed under this Agreement.

1.22 "Version" means each issuance of each Release of the Software, excluding third party software, identified by the numeral to the right of the decimal point (3.1).

2. LICENSE GRANT.

2.1 Grant of License.

(a) Subject to this Agreement, SAP grants and Licensee accepts, a non-exclusive, perpetual (unless terminated in accordance with Section 5 herein) license for Users to Use the Software, Documentation, other SAP Proprietary Information and Third-Party Database provided by SAP to Licensee, at specified site(s) within the Territory for Productive and Non-Productive Uses. This license does not permit Licensee to: (i) Use the Software and Third-Party Database for a service bureau application; or (ii) sublicense or rent the Software or Third-Party Database.

(b) Licensee agrees to install the Software and Third-Party Database only on Designated Unit(s), intranet server(s) or internet server(s) as identified by Licensee pursuant to this Agreement and which have been previously approved by SAP in writing or otherwise officially made known to the public as appropriate for Use or interoperation with the Software and Third Party Database. The maximum number of Users licensed to directly or indirectly access the Software, and Third Party Database, shall be specified in Appendices to this Agreement. Licensee shall promptly provide written notice to SAP if the number of Users exceeds such maximum number.

(c) Licensee may transfer the Software and Third-Party Database from one Designated Unit to another at no additional license fee, and shall provide written notice to SAP within five business days of such installation. Licensee shall be responsible for the cost of any migration tools, Third-Party Database costs, third-party software or additional Software required for the new Designated Unit. The Software and Third-Party Database must be promptly deleted in their entirety from the Designated Unit no longer in use and from each back-up copy for that Designated Unit.

2.2 Authorization of Affiliates to Use the Software. Affiliates shall be authorized to Use the Software and Third-Party Database; provided that: (i) each Affiliate shall first sign and deliver to SAP its agreement to be bound by the terms herein in the form of Exhibit A attached hereto; and (ii) such Use shall be subject to the following: (A) Licensee accepts responsibility for the acts or omissions of such Affiliate as if they were Licensee's acts or omissions; and (B) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.

2.3 Authorization of Business Third Parties to Access the Software. Business Third Parties may have access to the Software provided: (i) each Business Third Party shall execute a confidentiality agreement pursuant to Section 6.2 herein; (ii) all Business Third Parties accessing the Software shall be licensed as Users; (iii) Business Third Parties are expressly limited to screen access to the Software; (iv) in no circumstances may Business Third Parties have access to Software source code; (v) in no circumstances shall Business Third Parties Use the Software to operate or manage the business of such Business Third Parties (vi) such Use shall be subject to the following: (A) Licensee accepts responsibility for the acts or omissions of such Business Third Parties as if they were Licensee's acts or omissions; and (B) such Use shall not constitute an unauthorized exportation of any SAP Proprietary Information under U.S. Government laws and regulations.

2.4 Audit Right. During normal business hours and at any time during which the Software, Documentation, Third-Party Database, or other SAP Proprietary Information are being utilized, SAP, or its authorized representative or licensors, shall have the right upon reasonable advance notice of no less than 10 working days to audit and inspect Licensee's or any Affiliate's utilization of such items, in order to verify compliance with the terms of this Agreement. Any such audit will not unreasonably disrupt Licensee's normal business procedures. If Proprietary Information is given to Business Third Parties pursuant to this Agreement, Licensee shall secure the right for SAP to audit such Business Third Party as specified in this Section. Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Agreement.

2.5 Archival Copy; Restriction on Copies; Legends to be Reproduced.

(a) Licensee may make one copy of the Software for archival purposes and such number of backup copies of the Software as are consistent with Licensee's normal periodic backup procedures. Licensee shall maintain a log of the number and location of all originals and copies of the Software.

(b) Licensee shall include, and shall under no circumstances remove, SAP's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Software, Documentation, Third-Party Database, or SAP Proprietary Information in the same form and location as the notice appears on the original work. The inclusion of a copyright notice on any portion of the Software, Documentation, Third-Party Database, or SAP Proprietary Information shall not cause or be construed to cause it to be a published work.

2.6 License for Third-Party Database. The Software requires a third-party database which may be licensed through SAP or directly from a third-party database licensor approved by SAP. In the event Licensee obtains a license directly from a third-party database licensor, any restrictions imposed on Licensee directly by such third-party database licensor shall apply. SAP makes no representations or warranties as to the Third-Party Database or its operation.

3. DELIVERY. The licensed Software, including Application Source Code, in machine-readable format, and the Documentation, shall be delivered as specified in Appendices hereto ("Delivery"). Licensee shall be responsible for installation of the Software, unless otherwise agreed to by SAP and Licensee in any other agreement.

4. PRICE AND PAYMENT.

4.1 License Fees. In consideration of the license granted hereunder, Licensee shall pay to SAP license fees for the Software on such terms as set forth in Appendices hereto ("License Fees"). Fees for Maintenance ("Maintenance Fees") shall be paid as set forth in Appendices hereto. Licensee also agrees to pay SAP all reasonable costs and expenses of collection, including attorneys' fees.

4.2 Taxes. License and Maintenance Fees and other charges described in this Agreement and its Appendices, or in SAP's most recent List of Prices and Conditions, do not include federal, state or local sales, use, property, excise, service, or other taxes now or hereafter levied. Licensee shall provide Licensor with a valid Sales and Use Tax exemption certificate prior to or on the date of execution of this Agreement.

5. TERM AND TERMINATION.

5.1 Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated under Section 5.2.

5.2 Termination. This Agreement and the license granted hereunder shall terminate upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all License and Maintenance Fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 12, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.3 Effect of Termination. Upon any termination of this Agreement Sections 2.4, 4, 6, 7.5, 8, 9, 12.5, 12.6, 12.8, and 12.9 shall survive such termination; Licensee's rights under Section 2 shall immediately cease; and SAP and Licensee each shall promptly perform its obligations under Section 5.4. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee, other than as set forth in Section 7.3, below.

5.4 Duties Upon Termination. Upon any termination hereunder, Licensee and its authorized Affiliates shall immediately cease Use of all SAP Proprietary Information and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, Licensee shall deliver to SAP at Licensee's expense (adequately packaged and insured for safe delivery) or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees the Associate Superintendent, Technology, Strategic Planning, and Accountability of Licensee's organization shall certify in writing to SAP that it and each of its authorized Affiliates has performed the foregoing. Within thirty days after any termination, SAP shall return the Licensee Proprietary Information to Licensee.

6. PROPRIETARY RIGHTS.

6.1 SAP Proprietary Information.

(a) Licensee acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the SAP Proprietary Information are and shall remain in SAP and its licensors. Licensee acquires only the right to Use the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP's licensors.

(b) Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. In the event source code is provided to Licensee, SAP, in its sole discretion, reserves the right to delete, or to require the deletion of, such source code and all copies thereof in Licensee's possession or control whenever a future Release, Version, or Correction Level provides for like functionality in an object code format.

(c) Subject to Section 6.3(b), all Modifications and Extensions to the Software and Documentation shall be considered part of the Software and Documentation for purposes of this Section 6.

6.2 Protection of Proprietary Information. In order to protect the rights of SAP and its licensors and Licensee in their respective Proprietary Information, SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, including identifiable Business Third Parties, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information and naming SAP as a third party beneficiary.

6.3 Modifications and Extensions.

(a) Licensee may make Modifications and Extensions to the Software, other than third party software, for Use on the Designated Unit(s) under the terms set forth in this Section. Licensee shall register all Modifications to the Software with SAP prior to making such Modifications. Licensee agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as SAP may from time to time direct.

(b) In the event Licensee without SAP's participation develops any Modification or Extension (hereinafter referred to as "Licensee Extension" or "Licensee Modification") to the Software, Licensee shall have all rights, title, and interest in such Licensee Modification or Licensee Extension subject to SAP's rights in the Software. Licensee agrees to offer SAP the first right to negotiate a license to or assignment of such Licensee Modification or Licensee Extension and the parties agree to negotiate such rights in good faith. Licensee agrees that prior to SAP's exercise or waiver of its first right to negotiate, such Licensee Modification or Licensee Extension will be used solely in connection with Licensee and its Affiliates' business operations, and that such Licensee Modification or Licensee Extension will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity.

(c) In the event SAP develops either independently, or jointly with Licensee, any Modification or Extension to the licensed Software, such Modification or Extensions and all rights associated therewith will be the exclusive property of SAP and SAP AG, and Licensee will not grant, either expressly or impliedly, any rights, title, interest, or licenses to such Modifications or Extensions to any third party. Licensee shall be entitled to Use such Modifications and Extensions developed for or with Licensee on the Designated Unit(s) under the terms set forth in this Agreement. Licensee agrees to assign all right, title and interest in and to jointly developed Modifications and Extensions to SAP. Licensee agrees to execute, acknowledge and deliver to SAP all documents and do all things necessary, at SAP's expense, to enable SAP to obtain and secure such Modifications or Extensions throughout the world. Licensee agrees to secure the necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations.

(d) The parties hereto agree that the granting of any rights, title, or interest to Licensee in any Modification or Extension shall not be construed by the parties hereto, any court of law or equity, or any arbitration panel to mean that SAP has granted or given up any rights, title, or interest in or to the SAP Proprietary Information.

(e) Licensee agrees not to take any action that would limit SAP's independent development, sale, assignment, licensing or use of its own Software or Modifications or Extensions thereto.

7. PERFORMANCE WARRANTY.

7.1 Warranty Period: Warranty. SAP warrants that the Software will substantially conform to the functional specifications contained in the Documentation for one year following Delivery (the "Warranty Period") when Used without material alteration on the Designated Unit(s). SAP's warranty is subject to Licensee providing SAP necessary access, including remote access, to the Software. Licensee shall provide SAP with sufficient test time and support on Licensee's Designated Unit(s) to correct the defect.

7.2 Year 2000 Compliance: The Software has been designed to be fully Year 2000 Compliant. All versions of the Software for which SAP is obligated to provide maintenance service for are currently, and will continue to be, Year 2000 Compliant. Year 2000 Compliant means the ability of the Software to:

(a) consistently handle R/3 date information before, during and after January 1, 2000, including accepting date input, providing date output, and processing dates;

(b) function before, during, and after January 1, 2000, without the need for program changes caused by the advent of the new century; and

(c) store and provide output of date information in ways that are unambiguous as to century.

Defects in the Software with regard to Year 2000 Compliance, if any, will be corrected by SAP in accordance with SAP's warranty or maintenance obligations set forth in this Agreement. SAP cannot be responsible for errors resulting from third-party systems or devices that directly access the database and overwrite SAP date fields or from improper integration of systems that are not Year 2000 Compliant.

Any SAP liability, duty, or obligation relating to Year 2000 Compliance will be governed by the terms and conditions of this Agreement.

7.3 SAP's Obligation to Correct or Replace Defects. Should any component of the Software fail to meet the Warranty standard, SAP's sole obligation, shall be (i) to bring the performance of the Software into substantial compliance with the functional specifications or (ii) to replace the defective component. If SAP cannot bring the performance of the Software into substantial compliance with the functional specifications contained in the Documentation or replace the defective component within a reasonable time, then SAP will refund an appropriate portion of the License Fees paid.

7.4 Scope of Warranty.

(a) The warranty set forth in this Section 7 shall not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) to any Extensions or Modifications; or (iii) if the defect is caused by: a Modification or Extension, Licensee, or installed on a Designated Unit or other authorized platform; or (v) to the extent that the defect is caused by or is contributed to by Licensee; or (vi) if Licensee does not provide access, including remote access, to the Software as required under Section 7.1; or (vii) if the defect is caused by a third-party software malfunction.

(b) SAP does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect such performance or that the applications contained in the Software are designed to meet all of Licensee's or its authorized Affiliates' business requirements.

7.5 Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. INDEMNIFICATION.

8.1 SAP Representation. SAP represents that its licensors own the Proprietary Information licensed by SAP hereunder, including all intellectual property rights therein, and that SAP has all rights from its licensors necessary to license, in accordance with the terms of this Agreement, such Proprietary Information to Licensee. SAP represents and warrants that, to the best of its knowledge and belief, the Proprietary Information licensed by SAP hereunder is clear of any claims or encumbrances that would have a significant, material effect on SAP's ability to license or support the Software, and, to the best of SAP's knowledge and belief, does not infringe upon the rights of any third parties.

8.2 No Representation Regarding Combination Use. SAP and its licensors make no representation with respect to the possibility of infringement by Combination Use of the Software. The parties agree that SAP has no duty to investigate nor to warn Licensee of any such possibility. "Combination Use" means Use of the Software in conjunction with any of the following, unless such Use is prescribed in the Documentation: (i) any software other than the Software; (ii) any apparatus other than a Designated Unit; and/or (iii) any activities of Licensee or its authorized Affiliates not licensed under this Agreement.

8.3 Indemnification of Licensee. Subject to Section 8.2, SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee in the Territory by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates: (i) any United States or German patent; or (ii) a copyright; or (iii) trade secret rights, provided that, Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may, in its sole discretion, settle any such claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.

In the event that any preliminary injunction, temporary restraining order or final injunction shall be obtained in the Territory, SAP shall, at its sole option, either:

(a) obtain the right for continued use of the infringing Software and Documentation; or

(b) modify the infringing Software and Documentation to avoid such infringement while obtaining at least equivalent functionality; or

(c) substitute for the Software and Documentation alternative equivalent software and supporting documentation; or

(d) after using best efforts to provide (a), (b), or (c) above, provide a refund to Licensee of paid license and/or maintenance fees, as appropriate, for that part of the Software under claim of infringement, (unless such part is a major integral function of the Software, in which case a full refund of paid license fees and/or maintenance fees, as appropriate, would be reimbursable). All such refunds shall be depreciated on a five (5) year straight line basis, with such depreciation commencing at the time that Licensee engages in Productive Use of the Software.

8.4 SAP's Right to Commence Infringement Actions: SAP alone shall be responsible for taking such actions which it determines are reasonably necessary or desirable in its sole discretion in connection with any infringement or alleged infringement by a third party of any portion of the Software and Documentation. Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation without the prior written consent of SAP, which consent shall not be unreasonably withheld. Licensee agrees to cooperate with and assist SAP by taking whatever action which SAP determines to be reasonably necessary or desirable. SAP agrees to reimburse Licensee for reasonable legal fees and other expenses incurred in connection with any such claim, suit, damage, or loss.

8.5 SAP's Duty to Indemnify Licensee. THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

9.1 Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software or services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of services; or, only after using best efforts to perform (i) and/or (ii), (iii) return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Software or services.

9.2 SAP Not Responsible. SAP will not be responsible under this Agreement for: (i) any alteration of the Software to fit the particular requirements of Licensee; or (ii) the correction of any defects resulting from Modifications or Extensions or as a result of misuse of the Software by Licensee; or (iii) preparation or conversion of data into the form required for use with the Software or (iv) ensuring the security of Licensee's networked installation of the Software. THE SOFTWARE IS NOT SPECIFICALLY DEVELOPED OR LICENSED HEREUNDER FOR USE IN ANY DIRECT AND ACTIVE OPERATIONS OF ANY EQUIPMENT IN ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATIONS, OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATIONS. THE PARTIES HERETO AGREE THAT USE OF THE SOFTWARE AND THIRD-PARTY SOFTWARE FOR FINANCIAL APPLICATION PURPOSES OR SUCH OTHER ADMINISTRATIVE PURPOSES SHALL NOT BE DEEMED INHERENTLY DANGEROUS APPLICATIONS IF SUCH USE DOES NOT AFFECT THE OPERATIONS OR MAINTENANCE OF SUCH EQUIPMENT. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

9.3 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE AND/OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES OR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Agreement allocate the risks between SAP and Licensee. The License Fees reflect this allocation of risk and the limitations of liability herein. The Limitation of Liability set forth in this Section 9.3 does not apply to tangible property damage, or personal injury, including death, caused by the negligence or willful misconduct of SAP. SAP agrees to indemnify, defend and hold harmless Licensee from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney's fees) that Licensee may incur for injury or death of persons caused by SAP's negligence or willful misconduct. To the extent of its insurance coverage (not less than \$1,000,000 per occurrence with \$20,000,000 Umbrella coverage), SAP agrees to indemnify, defend and hold harmless Licensee from and against any and all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable attorney's fees) that Licensee may incur for tangible property damage caused by SAP's negligence or willful misconduct. SAP agrees to name Licensee as an additional insured upon such insurance and represents herein that such coverage will not be reduced during the term of this Agreement without Licensee's prior written approval.

9.4 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9.5 Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10 DISPUTE RESOLUTION.

10.1 Informal Dispute Resolution. Prior to the initiation of formal dispute resolution procedures, the parties may first attempt to resolve their dispute informally, as follows:

(a) Upon the written request of a party, the other party will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

(b) The designated representatives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(c) During the course of negotiations, all reasonable requests made by one party to another for nonprivileged information, reasonably related to this Agreement, will be honored in order that each of the parties may be fully advised of the other's position.

(d) The specific format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed-upon statements of fact or written statements of position.

(e) Formal proceedings for the resolution of a dispute, other than a dispute related to SAP's intellectual property rights, may not be commenced until the earlier of:

(i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or

(ii) thirty (30) days after the initial request to appoint a designated representative pursuant to Section 10.1(a) above (this period will be deemed to run notwithstanding any claim that the process described in this Section 10.1 was not followed or completed).

10.2 Formal Proceedings. Section 11.1 will not be construed to prevent a party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors.

11. ASSIGNMENT.

Neither party may, without the other party's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or, as to Licensee, the SAP Proprietary Information, to any party, including any Affiliate. Any permitted assignment of this Agreement shall provide that the provisions of this Agreement shall continue in full force and effect and that Licensee shall guaranty the performance of its assignee and shall remain liable for all obligations hereunder. Regardless of anything to the contrary herein, SAP may assign this Agreement to SAP America, Inc. or SAP AG without Licensee's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. GENERAL PROVISIONS.

12.1 Rights to Injunctive Relief. In the event of Licensee's material breach of Sections 2, 6, 12 or 13.5, or SAP's material breach of Section 6 with respect to Licensee Proprietary Information, the non-breaching party shall be entitled to seek injunctive relief.

12.2 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.3 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.4 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.5 Export Control Notice. Regardless of any disclosure made by Licensee to SAP of an ultimate destination of the Software, Documentation, Third-Party Database, and other provided SAP Proprietary Information Licensee acknowledges that the Software, Documentation, Proprietary Information, and the Third-Party Database are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Affiliates outside of the United States. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP. Licensee shall defend, indemnify, and hold SAP and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal fees) arising out of Licensee's noncompliance with applicable U.S. or foreign law with respect to the use or transfer of the SAP Proprietary Information outside the United States by Licensee and its Affiliates.

12.6 Use of Party's Names. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee hereby consents to SAP's inclusion of Licensee's name in customer listings which may be published as part of SAP's marketing efforts.

12.7 Source Code Escrow.

(a) SAP warrants that the Basis Source Code for the Software, together with related Documentation as it is or becomes available, has been deposited in an escrow account maintained at Data Securities International Inc. Burlington, MA (the "Escrow Agent"), pursuant to an agreement between the Escrow Agent and SAP, (the "Escrow Agreement").

(b) SAP will from time to time deposit into the escrow account copies of all new Releases and Versions of the Basis Source Code and related Documentation.

(c) SAP or SAP's trustee in bankruptcy shall authorize the Escrow Agent to make and release a copy of the Escrow to Licensee upon the occurrence of any of the following events:

(i) The existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by SAP of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of SAP's business or property; or action by SAP under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, SAP (including its receiver or trustee in bankruptcy) provides to Licensee adequate assurances, reasonably acceptable to Licensee, of its continuing ability and willingness to fulfill its maintenance obligations under this Agreement;

(ii) SAP has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software; or

(iii) Failure of SAP to carry out the material maintenance obligations imposed on it pursuant to this Agreement after reasonable opportunity has been provided to SAP and SAP AG to perform such obligations.

(d) In no event shall Licensee have the right to access the Software and related Documentation if SAP AG agrees to assume SAP's maintenance obligations under this Agreement.

(e) In the event of release under this Agreement, Licensee agrees that it will treat and preserve the source code of the Software as a trade secret of SAP AG in accordance with the same precautions adopted by Licensee to safeguard its own trade secrets against unauthorized use and disclosure. Release under this provision shall not extend Licensee any greater rights or lesser obligations than are otherwise provided or imposed under this Agreement. This provision shall survive any termination of this Agreement.

12.8 Public Access to Records. All documents, papers, letters or other material relating to this Agreement that are made or received by the Licensee in conjunction with this Agreement are public records and must be available to public access and for audit purpose, for a period of three (3) years after completion of the Agreement. Materials exempt from this requirement are:

- (a) Computer security analyses; and
- (b) Written internal Licensee computer security policies and procedures; and Internal audits as required by Section 282.318(3)(a)5, Florida Statutes; and
- (c) Documentation or other material related to Licensee-produced sensitive software as defined in Section 119.07(1), Florida Statutes; and
- (d) Materials which may reveal state security systems; and
- (e) Licensors Source Code and other Proprietary Information.

All materials exempted by law from Section 119.07 (1), Florida Statutes, must be available for audit purposes for a period of three (3) years after the expiration of the Agreement. Both parties agree not to divulge any information exempt from the Public Records Act which it may obtain in the course of executing this Agreement without the express written permission of the other party. This provision is without time limit.

12.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the law of the State of Florida without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. Jurisdiction shall be limited to the Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

12.10 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above. Any notice pertaining to a breach of contract shall be in writing and sent by United States Certified mail, Return Receipt Requested and shall be deemed duly given when delivered to the following:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Associate Superintendent, Technology, Strategic Planning, and Accountability
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To SAP: Contracts Manager
SAP Public Sector and Education, Inc.
The Ronald Reagan Building, International Trade Center
1300 Pennsylvania Avenue, NW
Suite 500 / North Tower / Gray
Washington, DC 20004

With a Copy to: Assistant General Counsel
SAP Public Sector and Education, Inc.
3999 West Chester Pike
Newtown Square, Pennsylvania 19073

12.11 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.12 SAP Account Management. SAP shall assign the following individuals as SAP representatives to Licensee's account:

Senior Management Representative
Norton Tyre
Director State and Local Sales, East
(404) 943-4118

Customer Account Executive --
Elizabeth Dragan --
Customer Account Executive
(404) 943-6425

The above named individuals may be changed upon notice to Licensee.

12.13 Contingent Fees Prohibited. The Licensors warrants that no person, selling commission or other organization other than a bona fide employee of SAP has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage,

or contingent fee. For breach or violation of this warrant, the Licensee will have the right to annul this Agreement without liability, or in its discretion to deduct from the compensation, or otherwise to recover the full amount of such commission, percentage, brokerage, or contingent fee.

12.14 Non-Discrimination. The parties shall not discriminate against any employee or participant in this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

12.15 Entire Agreement. This Agreement and each Appendix hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement and each Appendix hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other ordering document furnished by Licensee to SAP.

12.16 Authority to Execute AGREEMENT. Each person signing this AGREEMENT on behalf of either party individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this AGREEMENT.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

(Corporate Seal)

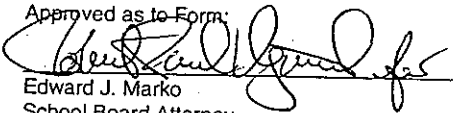
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

By: _____
Darla L. Carter, Chairperson

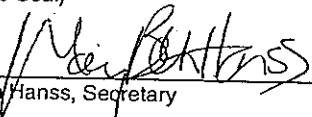
Approved as to Form:



Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: 

Mary Beth Hanss, Secretary

By: 

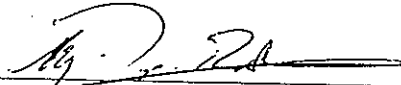
Robert M. Salvucci, President

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or has produced DL as identification.

My Commission expires:

(SEAL)



Signature - Notary Public

My Commission Expires:

ATICA REHMAN

Printed Name of Notary

My Commission Expires April 14, 2004

EXHIBIT A
to
SAP PUBLIC SECTOR AND EDUCATION, INC.
SOFTWARE END-USER LICENSE AGREEMENT ("Agreement")
with
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")
effective _____

AUTHORIZED AFFILIATE AGREEMENT

This Authorized Affiliate Agreement is made effective as of the _____ day of _____, _____ between SAP Public Sector and Education, Inc., a Delaware Corporation, with offices at The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004 ("SAP") and _____ a _____ corporation, with offices at _____ ("Affiliate").

1. Affiliate is entitled to have Users access the Software on the Designated Unit(s) identified in the Agreement, subject to the restrictions on the aggregate number of Users specified therein.
2. Affiliate agrees to be bound by all of the terms and conditions of the Agreement and agrees that SAP may directly enforce all such terms and conditions against Affiliate as if Affiliate had executed such Agreement with SAP. In the event that the Agreement is terminated for any reason, or if Affiliate ceases to meet the definition of "Affiliate" therein, Affiliate agrees that all of its rights to access the Software will cease effective as of the termination date unless such Affiliate executes a standard SAP End-User Software License for the SAP licensed Software at SAP's then current license fees.
3. Software and the number of Users licensed under the Agreement by Licensee and allocated to Affiliate hereunder is as follows:

<u>Type of User</u>	<u>Number of Users</u>	<u>Software</u>	<u>Quantity Licensed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Affiliate represents and warrants that it has the legal capacity to execute this Authorized Affiliate Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Authorized Affiliate Agreement.

SAP Public Sector and Education, Inc
SAP

Affiliate

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MAINTENANCE SCHEDULE ("Schedule")
to
SAP PUBLIC SECTOR AND EDUCATION, INC.
SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")
with
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Schedule is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement, the provisions of this Schedule shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, maintenance service ("Maintenance") from SAP with respect to the Software. Maintenance by SAP is limited to the Customer Competency Center(s) specified herein. Maintenance currently includes the delivery of Releases, Versions, Correction Levels and Software correction packages, support via telephone, remote support/update, and SAP's On-line Software Services, which may be in the form of Application Source Code, Basis Source Code and/or notes. Maintenance does not include the adaptation of any Modifications or Extensions developed by or for Licensee to new Releases or Versions. In order to receive Maintenance hereunder, Licensee must make all required remote support and update connections to each Designated Unit, at its expense, as requested by SAP. Maintenance will only be offered for the most recent Version of the Software and the two prior Versions, provided Licensee is using the latest Correction Level of such Version.

2. TeamSAP Support Services:

Provided Licensee is paying standard Maintenance Fees, Licensee currently receives a choice of one of the following services per live installation per year:

- A. One GoingLive Check for any new Software or other SAP application implementation
- B. GoingLive Upgrade Check for an upgrade to a higher functional Release (e.g. from R/3 4.0 to 4.5) or
- C. Two EarlyWatch sessions for the continual optimization of your already live system

To schedule GoingLive Check or Early Watch sessions customer must contact Americas Customer Support Services at 800-677-7271 or internationally at 610-355-6821 and choose option 6 to schedule these services. To assist you in this, SAP has established the following scheduling pre-requisites:

- A. To receive the GoingLive Check or GoingLive Upgrade Check you must inform SAP at least three months prior to your go live or upgrade date.
- B. To receive the EarlyWatch service, SAP requests a minimum of two months advanced notification.

Further information and detail about individual SAP services can be found on SAPNet site (<http://sapnet.sap.com/teamsapsupport> or <http://sapnet.sap-ag.de/teamsapsupport>).

3. In order to receive Maintenance, Licensee agrees to promptly disclose to SAP and provide copies to SAP of any Modifications and to keep and maintain adequate and current records of all Modifications (which records shall be made reasonably available to SAP).
4. Maintenance, from SAP, for the Software licensed hereunder is limited to the following site(s):

TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351

5. In order to receive Maintenance, Licensee agrees to establish and maintain Customer Competency Center(s) ("CCC") at the site(s) specified above within twelve (12) months of the Effective Date of this Schedule in accordance with the following. Each CCC must maintain an internal Help Desk to provide first level support to Licensee's Users relating to basis and application software questions or problems. Such internal Help Desk(s) must be staffed during Licensee's normal working hours, but no less than (8) eight hours a day, (5) five days a week. All Users may have access to SAP's on-line Software Services (OSS) however, only Licensee CCC employees are authorized to contact SAP after attempting to resolve the matter via Licensee's internal Help Desk. Each CCC shall coordinate Licensee's Modification and Extension notification and disclosure requirements and shall coordinate Licensee's development requests. Licensee's CCC is responsible for the administration and management of the requirements specified in the Agreement including, but not limited to, performing periodic self audits to ensure Licensee's compliance with the license grant,

maintaining master and installation data and managing the receipt of new Releases, Version, and Correction Levels of the Software. In the event Licensee does not establish and maintain CCC(s) in accordance with the above, SAP reserves the right to increase Licensee's then current maintenance percentage factor then in effect.

6. Maintenance fees shall be paid annually in advance, prorated for partial years, and shall be specified in Appendices to the Agreement.

Maintenance Services offered by SAP may be changed annually in accordance with the maintenance terms contained in Appendices to the Agreement. After Year 1, the Maintenance Fees and any limitations on increases are subject to Licensee's compliance with the CCC requirements specified above. Maintenance may be terminated by either party in writing at any time upon three months' prior written notice and Licensee shall be entitled to a pro-rata refund of prepaid Maintenance fees. Notwithstanding the forgoing, SAP may terminate Maintenance after thirty (30) days written notice of Licensees failure to pay Maintenance Fees.

7. In the event Licensee elects not to commence Maintenance upon the first day of the month following initial delivery of the Software, or Maintenance is otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice the customer the accrued maintenance service fees associated with such time period plus a reinstatement fee.

Appendix 1
 effective _____, 1999 ("Appendix")
 to
 SAP PUBLIC SECTOR AND EDUCATION, INC.
 SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")
 with
 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. USER DEFINITIONS:

1.1 "ABAP/4 Development Workbench Users" ("D/W Users") means those individuals authorized to use the ABAP/4 Development Workbench. Each D/W User must also be licensed as a Basis User.

1.2 "Basis Users" means those individuals authorized to access the licensed Software solely for the purpose of executing the following transactions: (i) document management, including optical archiving; (ii) workflow organizational management; (iii) monitoring and administration of the Software; (iv) all Enterprise Office/HR User transactions in the licensed Software as specified herein; and (v) all transactions in the licensed Human Resources functionality.

1.3 "Enterprise Office/HR Users" means those individuals authorized to access the licensed Software solely for the purpose of executing the following transactions: (i) employee records maintenance; (ii) employee time and attendance entry; (iii) employee travel and expense report filing; (iv) employee directory; (v) employee training registration; (vi) employee opportunity inquiry and response; (vii) calendar functions; (viii) employee specific purchase requisition; and (ix) e-mail. Each Enterprise Office/HR User may execute the above transactions solely for such individual's own purposes or on behalf of other licensed Users and may not execute transactions for or on behalf of unlicensed individuals.

1.4 "Information Users" ("Info Users") means those individuals authorized to access the licensed Software solely to perform "read only" Software transactions. Each Information User must also be licensed as a Basis User.

1.5 "Operational Users" means those individuals authorized to access the licensed Software to execute Software transactions. Each Operational User must also be licensed as a Basis User.

1.6 "Requisitions and Confirmation Users" ("R/C Users") means those individuals authorized to access the licensed Software solely for the purpose of submitting purchase requisitions or entering production order completion confirmations. Each R/C User must also be licensed as a Basis User.

2. LICENSE GRANT:

SOFTWARE/USERS LICENSED:

2.1 SAP R/3 GENERAL FUNCTION BLOCKS LICENSED:

FI	Financial Accounting/Asset Accounting
CM	Cash Management
FM	Funds Management
IM	Investment Management
CO	Controlling
EC	Enterprise Controlling
PS	Project System
MM	Material Management
PM	Plant Maintenance
SD	Sales and Distribution
PP	Production Planning
DW	ABAP/4 Development Workbench
BC	Basis

2.2 USERS:

Operational Users.....
 Info Users.....
 R/C Users.....
 D/W Users.....
 *The above Users are also licensed as Basis Users
 Basis Users (in addition to the Users licensed above).....
 Enterprise Office/HR Users.....

Number of Users Licensed:

___ 0 ___ Users*
 ___ 0 ___ Users*
 ___ 0 ___ Users*
 ___ 8 ___ Users*

___ 703 ___ Users
 ___ 21647 ___ Users

2.3 DATABASE:

Database Interface.....

___ 22358 ___ Users

2.4 HUMAN RESOURCES MANAGEMENT:

PA Personnel Administration and Payroll*.....
PD Personnel Planning and Development.....

Master Records Licensed:

___31500___
___31500___

*U.S. Payroll Tax Processing must be licensed via a separate Appendix.

2.5 OPTIONAL PACKAGES:

BC/DW R/3 Data Model in KEY Format.....
TM Treasury Transactions Management and Loans Management
MRM Market Risk Management.....
ESS Employee Self Service Applications*.....

LICENSED:

___0___ copy(ies)
___0___ User(s)
___0___ User(s)
___X___ ("x" if licensed)

*The Use of ESS applications requires the licensing of HAHT software from SAP or directly from HAHT Software Inc. or R/3 Release 4.5 or higher

2.6 INDUSTRY SOLUTIONS/BUSINESS COMPONENTS:

SAP Joint Venture Accounting (JVA)
IS High Tech & Electronics (IS-SW)
IS Engineering & Construction (IS-E&C)
IS Aerospace & Defense (IS-A&D)
IS Public Sector
IS Automotive

LICENSED("x" if licensed):

*All licensed Users can use such functionality to the extent of their licensed user type.

2.7 COUNTRY/LANGUAGE VERSIONS LICENSED: Applicable country/language specific versions, and any other provided software licensed by Licensee from SAP hereunder, which is not specified above, or surcharges for specific installation locations, are as follows:

None

SAP licenses the Software for Use in countries for which there is currently no language or country specific functionality. Certain country/language specific functionality must be licensed directly from an SAP distributor located in that country as identified in SAP's current List of Prices and Conditions. Double byte functionality and European country/language functionality cannot be installed on the same Designated Unit.

Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Appendix.

3. LICENSE FEE AND PAYMENT:

The total Net Price License Fee to Licensee for the Software specified above for the total number of Users is USD 1,125,260 which shall be invoiced as of the date of Delivery. SAP shall submit invoices with sufficient detail to perform a proper preaudit and postaudit. All payments shall be made in accordance with Section 215.422, Florida Statutes, which provides the following time frames. Upon receipt of invoice produced by SAP, Licensee has five (5) working days to inspect and approve such invoice. Licensee has twenty (20) days to deliver a request for payment to Licensee payment office from either the date of receipt of the invoice or approval of the invoice whichever occurs later.

If a payment is not available within forty days, measured from the latter of the date the invoice is received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact DMS Finance and Accounting Section at (850) 487-9886 or the Division of Purchasing at (850) 488-7303. Interest penalties of less than \$1 will not be enforced unless SAP requests payment. Invoices returned to SAP because of preparation errors made by SAP will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to Licensee.

In the event the quantity of Users and/or Software licensed above are not adhered to by Licensee or its Affiliates, Licensee agrees, within a reasonable period of time, to provide written notice to SAP, and SAP reserves the right to modify the Agreement to reflect such additional Software and/or Users, invoice Licensee for such additional Software and/or Users at SAP's then current pricing in effect and increase Maintenance Fees accordingly.

4. INSTALLATION: For Software to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation. Such notice shall be in a form materially similar to Schedule 1 attached hereto and is to be sent to: SAP Contract Department, Attention Contract Manager, The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004.

5. DELIVERY: Initial delivery of the above-specified Software and Documentation is estimated to take place in November 1999.

Initial delivery of the Software will be F.O.B. Destination to the following location: TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351.

6. **MAINTENANCE FEE AND PAYMENT:**

Maintenance service offered by SAP is set forth in the Maintenance Schedule to the Agreement.

Maintenance Fees for the Software licensed under this Appendix, for the total number of Users specified above, are as follows:

Year 1	USD	78,768 (7% of Net License Fee)
Year 2	USD	135,031 (12% of Net License Fee)
Year 3	USD	191,294 (17% of Net License Fee)
Year 4	USD	191,294 (17% of Net License Fee)
Year 5	USD	191,294 (17% of Net License Fee)

After Year 5, Maintenance Fees are subject to change once during a calendar year upon ninety (90) days notice to Licensee. SAP agrees however, increases in Maintenance Service fees per calendar year (if any) for the Software licensed in Item 2 of this Appendix, shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to such increase in maintenance fees, plus five percent (5%), per year excluding additional Software or Users added to the Agreement. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Maintenance fees set forth above do not include federal, state or local taxes.

7. **THIRD-PARTY DATABASE:**

The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the third party database product. Please be advised that you have no right to use and are not licensed to use the copy of the third party database until you have executed the Agreement, this Appendix and execute a third party database license agreement for the third party database. Upon request, Licensee shall provide to SAP the invoice number and/or license number and corresponding date for the third party database.

SAP makes no representations or warranties as to the terms of any license or the operation of any third-party database obtained directly from a third party supplier by Licensee. Licensee is responsible for support and maintenance of the third-party database licensed from a third party supplier, and SAP has no responsibility in this regard.

8. **LICENSE KEY:** Each Productive Use copy and Non-Productive Use copy of the Software licensed hereunder requires a license keycode. For each installation of the Software, five (5) keycodes shall be provided; quantity one (1) for Productive Use of the Software; and quantity four (4) for Non-Productive Use of the Software. The license keycodes will be issued by SAP AG within four (4) weeks from the date of installation of the Software on each Designated Unit. The required form to receive the license keycodes from SAP AG must be executed by Licensee and faxed to SAP AG within the four (4) week period following installation of the Software. The applicable form and fax number will be included in each installation kit provided to Licensee upon delivery of the Software. Licensees that subsequently change Designated Units for Use of the licensed Software must be re-issued license keycodes for each respective copy of the licensed Software. Failure of Licensee to obtain necessary license keycodes for the licensed Software within four (4) weeks of installation of such Software, will cause the Software to have limited User access until such time as the license keycodes are issued.

9. **VALIDITY OF OFFER:** This Appendix shall be valid through December 15, 1999, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

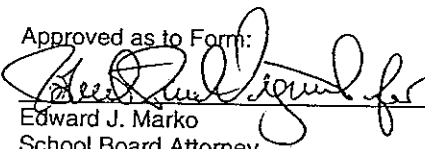
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools


By: _____
Darla L. Carter, Chairperson

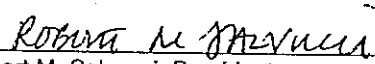
Approved as to Form:


Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: 
Mary Beth Hanss, Secretary


By: 
Robert M. Salvucci, President

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or has produced PA, DE as identification.

My Commission expires:

(SEAL)


Signature _____ Notary Public _____

My Commission Expires:

AIIR REHMAN
Printed Name of Notary

My Commission Expires April 14, 2004

Software and User Allocation

1. Name of Licensee or Affiliate where Designated Unit is located: The School Board of Broward County, Florida

2. Designated Unit(s) to be identified by Licensee to SAP in writing.

Type/Model No.: _____

Serial No.: _____

Location of Designated Unit: _____

Telephone Number: _____

Software Delivery Contact Person: _____

3. The total number of Users allocated to Use the Software, as per their respective rights set forth in the Agreement, at the above-specified location for the above-specified Designated Unit(s) are as follows:

_____ Operational Users	_____ Enterprise Office/HR Users	Other User Types & Quantity _____ _____ _____ _____
_____ Information Users	_____ Session Users	
_____ R/C Users	_____ PA Master Record	
_____ Development Workbench Users	_____ PD Master Record	
_____ Basis Users		

Hardware Information		Operating System		Database*	
Manufacturer	Model	Manufacturer	Release	Manufacturer	Release

* Note: When Database is licensed from the vendor directly, insert P.O. Number Invoice Number _____, and Date

4. Optional software, Third-party software, applicable country versions, industry solution and/or business component Software, and any other software licensed from SAP, and quantities licensed to be installed at the above location are as follows:

Name _____ Date _____

Title _____

KNOWLEDGE MANAGEMENT SOLUTION FOR TRAINING

Appendix 2

effective _____, 1999 ("Appendix")

to

SAP PUBLIC SECTOR AND EDUCATION, INC.

SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")

with

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. LICENSE GRANT:

1.1 SAP hereby licenses to Licensee, for use in accordance with the terms of this Appendix, the Knowledge Management Solution for Training (KMS-T) which is comprised of the Information Database (Info DB), standard SAP training materials accessible through the Info DB ("Training Materials") and a sample client database for conducting training exercises (IDES Training System). Maintenance provided pursuant to Item 5, below, includes updates and enhancements to the KMS-T as made available from time to time by SAP. All content of the KMS-T is deemed to be SAP Proprietary Information as defined in the Agreement.

1.2 The KMS-T licensed hereunder includes the Info DB which will allow for customization of the Training Materials by Licensee. Licensee may develop, for its internal use, training products or materials using the Training Materials and the Info DB. Licensee specifically acknowledges that the Info DB being provided pursuant to this Appendix is licensed only as a repository of and presentation vehicle for the Training Materials. Licensee agrees to make available, if requested by SAP, its internally developed materials, results and data from using, testing, analyzing and evaluating the KMS-T and to consult with SAP as reasonably requested in the review and analysis of such data and results.

1.3 Database (select one):

Database Interface: _X_

Database: _____

Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Appendix.

2. LICENSE FEE AND PAYMENT:

2.1 The Net License Fee for KMS-T for the total number of Users authorized by the Agreement is USD 78,477. The Net License Fee for KMS-T shall be invoiced as of the date of Delivery. SAP shall submit invoices with sufficient detail to perform a proper preaudit and postaudit. All payments shall be made in accordance with Section 215.422, Florida Statutes, which provides the following time frames. Upon receipt of invoice produced by SAP, Licensee has five (5) working days to inspect and approve such invoice. Licensee has twenty (20) days to deliver a request for payment to Licensee payment office from either the date of receipt of the invoice or approval of the invoice whichever occurs later.

If a payment is not available within forty days, measured from the latter of the date the invoice is received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact DMS Finance and Accounting Section at (850) 487-9886 or the Division of Purchasing at (850) 488-7303. Interest penalties of less than \$1 will not be enforced unless SAP requests payment. Invoices returned to SAP because of preparation errors made by SAP will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to Licensee.

2.2 In the event additional Users or Software is licensed from SAP, additional license fees and/or Maintenance fees will be assessed for use of the KMS-T. Licensee is not authorized to use the KMS-T to provide training to any third party except as permitted in the Agreement. All Users of the KMS-T must be licensed as Users under the Agreement.

3. INSTALLATION: If the KMS-T is to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, the Licensee shall provide SAP with written notice of the type/model, serial number and location of each Designated Unit. The number of Users allocated to use each Designated Unit must be specified by the Licensee prior to such installation. Such notice shall be in a form materially similar to Schedule 1 attached to Appendix 1 and is to be sent to: SAP Contract Department, Attention: Contract Manager, The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004.

4. DELIVERY: Delivery of the KMS-T is estimated to take place in November 1999.

Initial delivery of the Software will be F.O.B. Destination to the following location: TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351

5. **MAINTENANCE:**

5.1 Maintenance service offered by SAP is set forth in the Maintenance Schedule to the Agreement.

5.2 Maintenance Fees for the Software licensed under this Appendix, for the total number of Users specified above, are as follows:

Year 1	USD	5,493	(7% of Net License Fee)
Year 2	USD	9,417	(12% of Net License Fee)
Year 3	USD	13,341	(17% of Net License Fee)
Year 4	USD	13,341	(17% of Net License Fee)
Year 5	USD	13,341	(17% of Net License Fee)

After Year 5, Maintenance Fees are subject to change once during a calendar year upon ninety (90) days notice to Licensee. SAP agrees however, increases in Maintenance Service fees per calendar year (if any) for the Software licensed in Item 2 of this Appendix, shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to such increase in maintenance fees, plus five percent (5%), per year excluding additional Software or Users added to the Agreement. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Maintenance fees set forth above do not include federal, state or local taxes.

6. **THIRD-PARTY DATABASE:**

The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the integrated third party database product. Please be advised that you have no right to use and are not licensed to use the copy of third party database contained in the Software until you have executed the Agreement, this Appendix and execute a third party database License Agreement for the third party database. Upon request, Licensee shall provide to SAP the invoice number and/or license number and corresponding date for the third party database.

SAP makes no representations or warranties as to the terms of any license or the operation of any third-party database obtained directly from a third party supplier by Licensee. Licensee is responsible for support and maintenance of the third-party database licensed from a third party supplier, and SAP has no responsibility in this regard.

7. **MISCELLANEOUS:**

7.1 Any derivative product or customization of the KMS-T made or developed by Licensee shall be the Proprietary Information of SAP, excluding Licensee Proprietary Information that may be included in such derivative product or customization. Licensee shall not release, disclose or otherwise make the KMS-T available to any third party except as expressly permitted in the Agreement.

7.2 The IDES Training System is provided "as-is" with no warranty or maintenance.

8. **VALIDITY OF OFFER:** This Appendix shall be valid through December 15, 1999, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____

Darla L. Carter, Chairperson

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form: _____

Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: _____

Mary Beth Hanss, Secretary

By: _____

Robert M. Salvucci, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or has produced _____ as identification.

My Commission expires:

(SEAL)

Signature - Notary Public

My Commission Expires:

Printed Name of Notary

My Commission Expires April 14, 2004.

Appendix 3
effective _____, 1999 ("Appendix")
to
SAP PUBLIC SECTOR AND EDUCATION, INC.
SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")
with
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. The following Articles and Provisions of the Agreement are specifically incorporated herein by reference: 1, 2, 4, 5, 6.1-6.2, 7.5, 9, 11 and 12. All other provisions of the Agreement are specifically excluded with respect to this Appendix. In each instance in which provisions of this Appendix contradict or are inconsistent with the incorporated provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. LICENSE GRANT:

1.1 Software licensed by Licensee from SAP hereunder is as follows:

BSI SOFTWARE PRODUCTS LICENSED:

Master Records Licensed*

U.S. Payroll Tax Processing _____ 31500__

* Number of Master Records licensed cannot exceed the number of HR PA Master Records Licensed.

1.2 The BSI Software is licensed for Use in conjunction with the payroll functionality contained in the Software by appropriately licensed Users for the number of HR Master Records identified above.

Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Agreement.

2. LICENSE FEE AND PAYMENT:

The Net License Fee to Licensee for the BSI Software licensed in Item 1 above is USD 31,500 which shall be invoiced as of the date of Delivery. SAP shall submit invoices with sufficient detail to perform a proper preaudit and postaudit. All payments shall be made in accordance with Section 215.422, Florida Statutes, which provides the following time frames. Upon receipt of invoice produced by SAP, Licensee has five (5) working days to inspect and approve such invoice. Licensee has twenty (20) days to deliver a request for payment to Licensee payment office from either the date of receipt of the invoice or approval of the invoice whichever occurs later.

If a payment is not available within forty days, measured from the latter of the date the invoice is received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact DMS Finance and Accounting Section at (850) 487-9886 or the Division of Purchasing at (850) 488-7303. Interest penalties of less than \$1 will not be enforced unless SAP requests payment. Invoices returned to SAP because of preparation errors made by SAP will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to Licensee.

3. INSTALLATION:

For Software to be installed at a specific Licensee and/or Affiliate site within the Territory, Licensee shall provide SAP with written notice of the location of each computer and the number of Master Records, licensed in Item 1, allocated to each such device within sixty (60) days of the use of such device. Such notice shall be in a form materially similar to Schedule 1 attached to Appendix 1 and is to be sent to: SAP Contract Department, Attention Contract Manager, The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004. Licensee shall be responsible for installation of the Software, unless otherwise agreed to by SAP and Licensee in any other agreement.

4. DELIVERY:

Initial delivery of the above-specified BSI Software is estimated to take place in November, 1999.

Operating System Version _____

Database System Version _____

Initial delivery of the above specified Software will be F.O.B Destination to the following location: TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351

5. **MAINTENANCE FEE AND PAYMENT:**

5.1 To the degree BSI makes such services generally available to SAP, Licensee may request and SAP shall provide maintenance service ("Maintenance") with respect to the BSI Software. Maintenance currently includes the delivery of releases and versions of the BSI Software made available to SAP, support via telephone, coordination of defect correction with BSI, and SAP's Online Software Services. Maintenance from SAP, for the Software licensed hereunder is limited to the sites previously identified in the Agreement and related Appendices. In order to receive Maintenance hereunder, Licensee must make all required remote support connections to each Designated Unit, at its expense, as requested by SAP.

5.2 Maintenance at such site(s) shall commence upon Delivery of the Software. Maintenance Fees for the Software licensed under this Appendix, for the total number of Users specified above is USD 11,025 per year. Maintenance fees are subject to change upon ninety (90) days notice to Licensee. Maintenance fees set forth above do not include federal, state or local taxes.

5.3 In the event Licensee elects not to commence Maintenance upon the first day of the month following initial delivery of the Software, or Maintenance is otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice the customer the accrued maintenance service fees associated with such time period plus a reinstatement fee.

6. **YEAR 2000 COMPLIANT.** The BSI software licensed herein is Year 2000 Compliant. Year 2000 Compliant means the ability of BSI software to:

- consistently handle date information before, during and after the year January 1, 2000 including accepting date input, providing date output and processing dates;
- function before, during and after January 1, 2000 without the need for program changes caused by the advent of the new century;
- store and provide output of date information in ways that are unambiguous as to century.

Defects in the BSI software with regard to Year 2000 Compliance, if any, will be corrected by BSI in accordance with its maintenance obligations set forth herein.

7. **VALIDITY OF OFFER:** This Appendix shall be valid through December 15, 1999, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

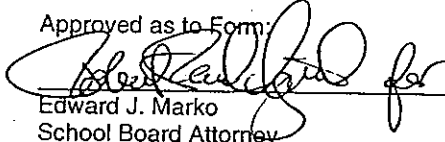
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

By: _____
Darla L. Carter, Chairperson

Approved as to Form:



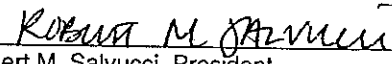
Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: 

Mary Beth Hanss, Secretary

By: 

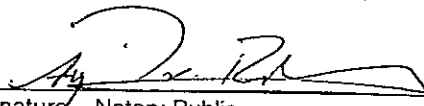
Robert M. Salvucci, President

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November, 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or produced DL as identification.

My Commission expires:

(SEAL)



Signature - Notary Public

My Commission Expires:

ANTO REHMANN

Printed Name of Notary

My Commission Expires April 14, 2004

Appendix 4
 effective _____, 1999 ("Appendix")
 to
 SAP PUBLIC SECTOR AND EDUCATION, INC.
 SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")
 with
 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. The following Articles and Provisions of the Agreement are specifically incorporated herein by reference: 1, 2, 4, 5, 6.1-6.2, 7.5, 9, 11 and 12. All other provisions of the Agreement are specifically excluded with respect to this Appendix. In each instance in which provisions of this Appendix contradict or are inconsistent with the incorporated provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. **LICENSE GRANT:**

1.1 Software licensed by Licensee from SAP hereunder is as follows:

IXOS SOFTWARE PRODUCTS

"X" if LICENSED:

ixOS Archive/ as an Archive Server (IDE)

ixOS Bundled Package

_____X_____

Each Package consists of the following licenses:

ixOS Archive/as an Archive Server

ixOS Archive/sc Scanning Component; and

ixOS Archive Archive/Fax -In/Fax Out Server Interface Software

1.2 The ixOS Software Product set forth above is licensed for use by the Users licensed pursuant to Appendices to the Agreement as of the issued date of this Appendix. The licensed Software and Documentation shall be delivered in the English language. The Territory shall be the United States and other countries as mutually agreed to by the parties.

Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Appendix.

2. **LICENSE FEE AND PAYMENT:**

2.1 The total Net Price License Fee to Licensee for the ixOS Software licensed in item 1. above is USD 254,487 _____ which shall be invoiced as of the date of Delivery. SAP shall submit invoices with sufficient detail to perform a proper preaudit and postaudit. All payments shall be made in accordance with Section 215.422, Florida Statutes, which provides the following time frames. Upon receipt of invoice produced by SAP, Licensee has five (5) working days to inspect and approve such invoice. Licensee has twenty (20) days to deliver a request for payment to Licensee payment office from either the date of receipt of the invoice or approval of the invoice whichever occurs later.

If a payment is not available within forty days, measured from the latter of the date the invoice is received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact DMS Finance and Accounting Section at (850) 487-9886 or the Division of Purchasing at (850) 488-7303. Interest penalties of less than \$1 will not be enforced unless SAP requests payment. Invoices returned to SAP because of preparation errors made by SAP will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to Licensee.

3. **INSTALLATION:** For Software to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation. Such notice shall be in a form materially similar to Schedule 1 attached to Appendix 1 and is to be sent to: SAP Contract Department, Attention Contract Manager, The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004.

4. **DELIVERY:** Initial delivery of the above ixOS Software is estimated to take place in November 1999.

Initial delivery of the Software will be F.O.B. Destination to the following location: TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351

5. **MAINTENANCE:**

5.1 From initial delivery of the iXOS Software through December 31, 1999, to the degree iXOS makes such services generally available to SAP, Licensee may request and SAP shall provide maintenance service ("Maintenance") with respect to the iXOS Software. After December 31, 1999, maintenance for the iXOS Software may be obtained directly from iXOS Software, Inc. Maintenance currently includes the delivery of releases and versions of the iXOS Software made available to SAP, support via telephone, coordination of defect correction with iXOS, and SAP's Online Software Services. Maintenance from SAP, for the Software licensed hereunder is limited to the sites previously identified in the Agreement and related Appendices. In order to receive Maintenance hereunder, Licensee must make all required remote support connections to each Designated Unit, at its expense, as requested by SAP.

5.2 Maintenance Fees for the Software licensed under this Appendix, for the total number of Users specified above is USD 1,485 for the period December 1, 1999 through December 31, 1999. Maintenance fees set forth above do not include federal, state or local taxes.

5.3 In the event Licensee elects not to commence Maintenance upon the first day of the month following initial delivery of the Software, or Maintenance is otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice the customer the accrued maintenance service fees associated with such time period plus a reinstatement fee.

6. **YEAR 2000 COMPLIANCE.** SAP represents and warrants that the iXOS Software is, and in future releases will be, Year 2000 Compliant. As used in this Appendix, "Year 2000 Compliant" shall mean the ability of the iXOS Software to provide the following functions:

- (a) consistently handle date information before, during and after January 1, 2000, including but not limited to accepting date input, providing date output, and performing calculations on dates or portions of dates;
- (b) function accurately in accordance with the iXOS documentation and without interruption before, during, and after January 1, 2000, without any change in operations associated with the advent of the new century;
- (c) respond to two-digit year-date input in a way that resolves the ambiguity as to century in a disclosed, defined, and predetermined manner; and
- (d) store and provide output of date information in ways that are unambiguous as to century.

Defects in the iXOS Software with regard to Year 2000 Compliance, if any, will be corrected by SAP in accordance with the maintenance obligations set forth in this Appendix. SAP cannot be responsible for errors resulting from third-party systems or devices that directly access the database and overwrite date fields or from improper integration of systems that are not Year 2000 Compliant.

Any SAP liability, duty, or obligation relating to Year 2000 Compliance will be governed by the terms and conditions of this Appendix.

7. **VALIDITY OF OFFER:** This Appendix shall be valid through December 15, 1999, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

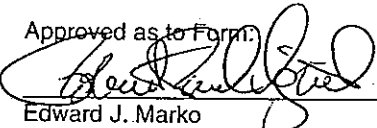
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Darla L. Carter, Chairperson

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:



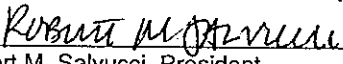
Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: 

Mary Beth Hanss, Secretary

By: 

Robert M. Salvucci, President

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November, 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or has produced DL as identification.

My Commission expires:

(SEAL)



Signature - Notary Public

My Commission Expires:

ANDRE REHMAN

Printed Name of Notary

My Commission Expires April 14, 2004

Appendix 5
 effective _____, 1999 ("Appendix")
 to
 SAP PUBLIC SECTOR AND EDUCATION, INC.
 SOFTWARE END-USER LICENSE AGREEMENT effective _____, 1999 ("Agreement")
 with
 THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")

This Appendix is hereby annexed to and made a part of the Agreement specified above. The following Articles and Provisions of the Agreement are specifically incorporated herein by reference: 1, 2, 4, 5, 6.1-6.2, 7.5, 9, 11 and 12. All other provisions of the Agreement are specifically excluded with respect to this Appendix. In each instance in which provisions of this Appendix contradict or are inconsistent with the incorporated provisions of the Agreement, the provisions of this Appendix shall prevail and govern, and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly.

1. LICENSE GRANT:

SAP hereby licenses to Licensee, for use in accordance with the terms of this Appendix, the ON-DEMAND PERSONAL NAVIGATION SYSTEM, which is comprised of the following components (the "On-Demand Software Products"): ON-DEMAND DEVELOPER and ON-DEMAND VIEWER.

The On-Demand Software Products set forth above are licensed for Use by the Users licensed pursuant to Appendices to the Agreement as of the Effective date of this Appendix. All Users of the On-Demand Software Products must be licensed as Users under the Agreement. The licensed On-Demand Software Products (including related documentation) shall be delivered in the English language. The Territory shall be the United States and other countries as mutually agreed to by the parties in the Agreement. Licensee is not authorized to Use the On-Demand Software Products to provide training to any third party except as may be specifically permitted in the Agreement.

Upon SAP's reasonable request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software licensed under this Appendix.

2. LICENSE FEE AND PAYMENT:

The Net License for the On-Demand Software Products specified in item 1 above is USD 19,619. The Net License Fee for the On-Demand Software Products shall be invoiced as of the date of Delivery. SAP shall submit invoices with sufficient detail to perform a proper preaudit and postaudit. All payments shall be made in accordance with Section 215.422, Florida Statutes, which provides the following time frames. Upon receipt of invoice produced by SAP, Licensee has five (5) working days to inspect and approve such invoice. Licensee has twenty (20) days to deliver a request for payment to Licensee payment office from either the date of receipt of the invoice or approval of the invoice whichever occurs later.

If a payment is not available within forty days, measured from the latter of the date the invoice is received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact DMS Finance and Accounting Section at (850) 487-9886 or the Division of Purchasing at (850) 488-7303. Interest penalties of less than \$1 will not be enforced unless SAP requests payment. Invoices returned to SAP because of preparation errors made by SAP will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to Licensee.

In the event additional Users or Software is licensed from SAP, additional license fees and/or Maintenance Service fees will be assessed for Use of the On-Demand Software Products.

In the event Licensee terminates their license for KMS-T (or InfoDB), Licensee's Maintenance Fee for the On-Demand Software Products will then be calculated based on 6% of the Net License Fee of the R/3 Software.

3. INSTALLATION: SAP or its licensor, Professional Training Services, Inc. (PTS), will ship one (1) installation kit to be installed by Licensee. If the For the On-Demand Developer Software to be installed on a specific Licensee or Affiliate Designated Unit within the Territory, Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation. Such notice shall be in a form materially similar to Schedule 1 attached to Appendix 1 and is to be sent to: SAP Contract Department, Attention Contract Manager, The Ronald Reagan Building, International Trade Center, 1300 Pennsylvania Avenue, NW, Suite 500 / North Tower / Gray, Washington, DC 20004. Licensee shall be responsible for installation, unless otherwise agreed to by SAP and Licensee in any other agreement.

4. DELIVERY: Delivery of the On-Demand Software Products is estimated to take place in November 1999.

Initial delivery of the Software will be F.O.B. Destination to the following location: TSSC, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351

4. **MAINTENANCE:**

5.1 Solely to the extent that PTS makes maintenance services ("Maintenance") generally available to SAP, Licensee may request and SAP shall provide through PTS Maintenance with respect to the On-Demand Software Products. Maintenance currently includes the delivery of new releases, versions and defect corrections of the On-Demand Software Products made available to SAP by PTS and support via PTS' telephone hotline. Maintenance from SAP for the On-Demand Software Products licensed hereunder is limited to the Customer Competency Centers previously identified in the Agreement and related Appendices. In order to receive Maintenance hereunder, Licensee must make all required remote support connections to each Designated Unit, at its expense, as requested by SAP.

Maintenance at such site(s) shall commence as of the first day of the month following Delivery of the On-Demand Software Products.

In the event Licensee elects not to commence Maintenance upon the first day of the month following initial delivery of the On-Demand Software Products, or Maintenance is otherwise declined for some period of time, and is subsequently requested or reinstated, SAP will invoice the customer the accrued maintenance service fees associated with such time period plus a reinstatement fee.

5.2 The Maintenance Fee for the Software licensed under this Appendix, for the total number of Users specified above is currently priced at seventeen percent (17%) of the Net License Fee. The current annual Maintenance Fee for the Software licensed under this Appendix is USD 3,335. Other than as provided for above, Maintenance Fees are subject to change once during a calendar year upon ninety (90) days notice to Licensee. After Year 1, the Maintenance Fees and limitations on increases are subject to Licensee's compliance with the CCC requirements as previously specified in the Agreement. Maintenance fees set forth above do not include federal, state or local taxes.

6. **YEAR 2000 COMPLIANCE.** SAP represents that the On-Demand software products have been programmed to properly process and present dates before, on and beyond December 31, 1999.

7. **MISCELLANEOUS:**

7.1 Title to and ownership of the On-Demand Software Products shall remain with PTS, and no right, title or interest in the On-Demand Software Products, including patent, trademark or other proprietary rights, is transferred to Licensee. Licensee's Users may only Use the On-Demand Software Products in conjunction with the Software licensed by Licensee under the Agreement and the Appendices thereto (and any other software functioning concurrently with such Software).

7.2 Any derivative product or customization of the On-Demand Software Products made or developed by Licensee shall be the Proprietary Information of SAP or its Licensor, excluding Licensee Proprietary Information that may be included in such derivative product or customization provided that Licensee may use such derivative products or customizations for its own internal use. Licensee shall not release, disclose or otherwise make the On-Demand Software Products available to any third party except as expressly permitted in the Agreement.

7.3 All software/hardware requirements to access or use the On-Demand Software Products including the approved database are the exclusive responsibility of Licensee.

8. **VALIDITY OF OFFER:** This Appendix shall be valid through December 15, 1999, unless sooner executed by Licensee, or extended in writing by SAP.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Franklin L. Till, Jr.
Superintendent of Schools

By: _____
Darla L. Carter, Chairperson

Approved as to Form

Edward J. Marko
School Board Attorney

(Corporate Seal)

SAP PUBLIC SECTOR AND EDUCATION, INC.

ATTEST: _____
Mary Beth Hanss, Secretary

By: _____
Robert M. Salvucci, President

STATE OF District of Columbia
COUNTY OF _____

The foregoing instrument was acknowledged before me this 18th day of November 1999 by Robert M. Salvucci of SAP Public Sector and Education, Inc., on behalf of the corporation. He took an oath and is personally known to me or produced DL as identification.

My Commission expires:

(SEAL)

Signature -- Notary Public

My Commission Expires:

My Commission Expires April 14, 2004

Printed Name of Notary