

Appendix 11
effective June 19, 2007 ("Appendix")
to
SAP PUBLIC SERVICES, INC. ("SAP")
SOFTWARE LICENSE AGREEMENT effective December 7, 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.

1. **LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed ("Software"). Only individuals licensed as Named Users hereunder are permitted to Use the SAP Software and third party Software licensed herein (including optional Software). Such Use shall be in accordance with their respective Named User type and in accordance with Identified licensed Level. At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software. SAP agrees that the initial request for such report will occur twenty-four (24) months following the effective date of the Agreement or twelve (12) months following the effective date of this Appendix, whichever occurs later, and will continue annually thereafter.

Licensed SAP Software may utilize limited functionality of other SAP Software products. Unless Licensee has expressly licensed (under this or a separate Appendix) the other SAP software utilized by the licensed SAP Software, Licensee's Use of such other SAP Software is limited to access by and through the other SAP Software for the sole purpose of enabling performance of the licensed SAP Software.

There are no applicable country/language specific versions licensed by Licensee from SAP hereunder. In the event Licensee Uses the SAP Software to build and/or operate a custom developed or third party application, additional license fees may be required.

1.1 **OPTIONAL CROSS INDUSTRY SOFTWARE LICENSED:**

"X" if Licensed	Applicable mySAP Solution	Cross Industry Software	License Metric	Licensed Level
<u>X</u>		Learning Solution	Number of Learners	45,000

1.2 **OPTIONAL INDUSTRY SPECIFIC SOFTWARE LICENSED:** None Licensed

1.3 **OPTIONAL SUPPLEMENTARY SOFTWARE LICENSED:**

"X" if Licensed	Supplementary Products	License Metric	Licensed Level
<u>X</u>	Interactive Forms based on Adobe – Enable the Enterprise	Number of SAP Named Users (includes 20 Interactive Form Templates)	45,100
		Number of Additional Interactive Form Templates (Bundles of 20)	1

1.4 **DATABASE INTERFACE:** X

2. **LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee of USD 300,000 which shall be invoiced upon execution of this Appendix and is payable net thirty (30) days from date of invoice.

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 hereto and is to be sent to: SAP Contracts Department, Attention: Director of Contracts, 3999 West Chester Pike, Newtown Square, PA 19073.

4. **DELIVERY:** Delivery of the above-specified Software and Documentation is estimated to take place in June, 2007. Physical delivery will be free on board shipping point to the Licensee at the following location: 7720 West Oakland Park, Blvd., Sunrise, FL 33351.

5. **MAINTENANCE FEE AND PAYMENT:** Maintenance service offered by SAP is set forth in the Maintenance Schedule to the Agreement. Maintenance at the site(s) specified in the Maintenance Schedule to the Agreement shall commence as of the first day of the month following initial delivery of the Software.

SAP CONFIDENTIAL & SUBJECT TO NON-DISCLOSURE

The Maintenance Fee for the Software licensed under this Appendix is priced at the then current factor in effect (currently 17%) multiplied by the then current Net License Fee for the licensed Software. The current annual Maintenance Fee for the Software licensed under this Appendix is USD 51,000 (17% of USD 300,000). Maintenance Fees are subject to change once during a calendar year upon ninety (90) days notice to Licensee. Maintenance fees set forth above do not include federal, state or local taxes. Maintenance Fees are invoiced on an annual basis effective January 1 of a calendar year and payable Net 30 days from date of invoice. Any Maintenance Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect.

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. Licensee has no right to use and are not licensed to use the copy of the third party database until Licensee has 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 or other software obtained directly from a third party supplier by Licensee. Licensee is responsible for support and maintenance of the third-party database and other software licensed from a third party supplier, and SAP has no responsibility in this regard.

7. **PUBLICITY:** In consideration of the additional Software discount, Licensee agrees to participate in reference activities for the Software including but not limited to reference calls and stories, press testimonials, site visits, SAPHIRE participation, etc., at times mutually agreeable to the parties. SAP will make reasonable efforts to avoid having the reference services unreasonably interfere with Licensee's business.

8. **VALIDITY OF OFFER:** The validity of this Appendix will expire June 30, 2007, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

SAP Public Services, Inc.
(SAP)

By: _____

Title: _____

Date: _____

Accepted by:

The School Board of Broward County, Florida
(Licensee)

By: _____

Title: _____

Date: _____

(Appendix 11 mySAP 08-08)

See signature block attached
after Schedule 1 to this Appendix.
T.D.

Schedule 1 to Appendix 11 effective June 19, 2007

Designated Unit Information

1. Name of Licensee or Subsidiary 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.: IBM 2094-S08
Serial No.: 7275F
Location of Designated Unit: Technology and Support Services Center
7720 West Oakland Park Blvd.
Telephone Number: 754-321-0000
Software Delivery Contact Person: Chuck Stanley

3.

Hardware Information		Operating System		Database*	
Manufacturer	Model	Manufacturer	Release	Manufacturer	Release
IBM	2094-S08	IBM ZOS	1.6	IBM DB2	8.1

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

Chuck Stanley 5/15/07
Name Date

Director, Technical Support Services
Title

The School Board of Broward County, Florida
(Licensee)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

Approved as to Form:

JAMES F. NOTTER
Interim Superintendent of Schools

School Board Attorney



[If the other party is a corporation or agency, use this signature page]

FOR [Insert Name Here]

(Corporate Seal)

SAP Public Services, Inc.
Name of Corporation or Agency

ATTEST:

By Mary Beth Hanss

_____, Secretary

Mary Beth Hanss
VP & Assistant General Counsel

-or-

Terence Dougherty
Witness

James F. Notter
Witness

Reviewed by Contracts
Terry Dougherty T.D.