

HH-4 Amendment – July 23, 2013 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Dr. Osgood and carried, to amend to correct scrivener's error to License Agreement, page 1 of 3, Product Description, (second line), reference be changed to Table ~~Two~~ Three. Mrs. Bartleman was absent. (8-0 vote)



Attachmate Corporation / 705 5th Avenue South/ Suite 1100 /Seattle, WA 98104 /USA **Customer Service:** (800) 872-2829 **Order Placement Fax:** (206) 217-7070

Quote Issue Date:	June 12, 2013	Quote #:	BCS.52413.2
Customer ("Licensee"):	The School Board of Broward County , Florida	Attachmate Sales Contact:	Colin Dilley
Customer Address:	600 SE Third Avenue, Ft. Lauderdale, FL 33301	Attachmate Phone:	206.217.7429
Customer Contact Name:	Brian Sullivan	Attachmate Email:	Colin.dilley@attachmate.com
Customer Contact Phone:	754-321-0395	VPA #:	107038
Customer Contact Email:	Brian.sullivan@browardschools.com	Currency:	USD
Pricing Valid Through:	July 31, 2013		

COMPLIANCE RESOLUTION QUOTE

Table One: Transaction

PRODUCT	VERSION	PRODUCT DESCRIPTION	PART NUMBER	UNITS	EXTENDED TOTAL
EXTRA! X-treme Licensed Unit	9.2	New licenses for prior deployment of Obsolete Products	CMP-XTREME-L	611	\$350,000.00
EXTRA! X-treme Licensed Unit Upgrade	9.2	Upgrading existing entitlement shown on Table Two <u>Three</u>	CMP-XTREME-LUP	168	
Reflection for IBM Licensed Unit	9.0*	New license for prior deployment	CMP-RIBM-L	1	
Transaction Total:					\$350,000.00

This Quote and the Software License Agreement ("SLA") packaged or delivered electronically with the software products listed above ("Software") shall constitute the complete agreement between the parties concerning their subject matter ("Agreement"). The Agreement shall supersede all prior or contemporaneous quotes written or oral. ALL TERMS OF THE PURCHASE ORDER OR SIMILAR FORM USED TO PROCESS THIS TRANSACTION WHICH ARE ADDITIVE OR CONFLICTING ARE SPECIFICALLY EXCLUDED AND CONSIDERED NULL.

1. "Licensor" or "Attachmate" means, as the context requires, the Licensor listed in the header above, for itself or on behalf of Attachmate Corporation or any other wholly owned subsidiary that provides licenses to the Software or maintenance to Licensee under the Agreement.
2. **Quote Expiration:** agrees to submit (i) a signed copy of the Quote no later than July 31, 2013 and (ii) an order for the Transaction no later than August 30, 2013. The offer contained in this Quote may be withdrawn by Licensor if Customer fails to meet the deadlines outlined in the previous sentence.
3. **Taxes:** Taxes will be added to Customer's invoice unless a current tax-exempt certificate is provided to Licensor at the time the order is placed.
4. **Payment:** Unless otherwise specified in writing by Licensor, all payments under this Agreement are due and payable net thirty (30) days from the date of invoice. Terms are subject to credit approval. License fees are invoiced upon receipt of the applicable purchase order. All past due amounts under this Agreement accrue interest at the lower rate of 12% per annum, or the highest amount allowed by law, from the due date until fully paid. In any action to collect past due amounts under this Agreement, Customer shall pay Licensor's reasonable attorneys' fees and costs of collection.
5. **Audit:** Licensor reserves the right to audit Licensee's compliance with the terms of this Agreement on an annual basis, or as otherwise specified in the applicable SLA.
6. **Export:** Attachmate software may not be shipped, transferred, or exported in any manner prohibited by US export laws, restrictions, or regulations of any jurisdiction.



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7. **Removal of Certain Shortfall Copies:** Because Attachmate can no longer offer additional license rights to the products listed in Table Two below each an "Obsolete Product". The 737 unlicensed but installed copies of Obsolete Product identified in the license verification must be removed and destroyed. Customer's required purchase of licenses in the Transaction listed in Table One will provide Customer with licenses for the replacement product EXTRA! X-treme v. 9.2. Customer agrees to confirm de-installation of the Obsolete Products listed in Table Two no later than March 31, 2014.

Table Two: Obsolete Products

Obsolete Product/Version	De installed Units	Obsolete Product/Version	De installed Units
EXTRA! for SNA Server version 6.5	107	EXTRA! TCP Bundle version 6.4	153
EXTRA! Office Client version 6.3	5	EXTRA! Enterprise version 2000	469
EXTRA! Personal Client version 6.3	1	myEXTRA! Enterprise version 7.11	2

8. **Data Sources:** A verification was conducted by Customer on September 7-13, 2012 of installations of Attachmate software products ("Inventory") on computing systems of Customer and Customer entities in the Customer's computing environment in Broward County ("Audited Entities"). For the purpose of reviewing the Inventory data, Attachmate and Customer agreed to consolidate the existing entitlement records associated with Customer including licenses acquired by Customer-identified predecessor entities and currently affiliated entities listed in Table Three in Florida (collectively, the "Included Entitlements"). For the avoidance of doubt, the Included Entitlements were purchased under the following names listed in Table Three. The comparison of the Inventory data to the Included Entitlements identified an over-deployment of the Attachmate software by the Audited Entities ("Over-Deployment").
9. **License Transfer:** In agreeing to the purchase transaction described in Table One above ("Transaction") subject to the terms of this Quote, Attachmate consents to the one-time transfer of the Included Entitlements to Customer licenses not already in Customer's name and Customer warrants to Attachmate that Customer desires such a transfer and has the authority to affect such transfers of the Included Entitlements. Upon completion of the Transaction, the Post Transaction Entitlement will be consolidated onto Volume Purchase Account ("VPA") # 107038 under the name The School Board of Broward County, Florida.
10. **Release:** Customer's full payment of all elements of the Transaction and adherence to the terms and conditions of this Quote will remedy the Over-Deployment. Relying on the completeness and accuracy of Customer's Inventory, Attachmate thereupon releases the Audited Entities and their affiliates and successors in interest from any and all claims Attachmate may have related to the Over-Deployment.
11. **Confidentiality:** The parties acknowledge that this Agreement is a public record pursuant to Section 119.07, Florida Statutes, and will be submitted for approval by the Licensee at a public meeting pursuant to Section 286.011, Florida Statutes.

The offer contained in this Agreement is only available through a direct purchase from Attachmate. The parties confirm agreement with the terms contained herein by signature below.

Customer: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Licensor: ATTACHMATE CORPORATION

By: Laurie Rich Levinson

By: Trish Searce

Name/Title: Laurie Rich Levinson, Chair

Name/Title: Trish Searce, Sr. Corporate Counsel

Date: July 23, 2013.

Date: July 26, 2013.

ATTEST: Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content: [Signature]
Office of the General Counsel



Exhibit A

Table Three: Post Transaction Entitlement

a. New Licenses

Product	Version	Units	Pre Transaction VPA#	Post Transaction
EXTRA! X-treme Licensed Unit	9.2	611	N/A New Licenses	Add to VPA
Reflection for IBM Licensed Unit	9.0	1	N/A New License	Add to VPA

b. Existing Entitlement

Company Name on Original Purchase	Product	Version	Units	Pre Transaction VPA#	Post Transaction
Broward County Public Schools	EXTRA! for SNA Server non-cert License Unit	6.3	12	not on VPA	Upgraded to EXTRA! X-treme v. 9.2 Add to VPA
Broward County Public Schools	EXTRA! for SNA Server non-cert License Unit	6.3	27	not on VPA	
Broward County Schools	EXTRA! TCP Bundle non-cert	6.3	55	not on VPA	
Broward County Public Schools	EXTRA! for Win non-cert License Unit	6.4	1	not on VPA	
Broward County Public Schools	myEXTRA! PS non-cert AS400 License Unit	7.11	5	not on VPA	
Broward County Schools	EXTRA! for SNA Server non-cert License Unit	6.3	68	not on VPA	

Company Name on Original Purchase	Product	Version	Units	Pre Transaction VPA#	Post Transaction
Broward County Schools	EXTRA! for SNA Server non-cert License Unit	6.3	182	not on VPA	Add to VPA
Broward County Schools	EXTRA! for SNA Server non-cert License Unit	6.5	50	not on VPA	Add to VPA
Broward County Public Schools	EXTRA! TCP Bundle non-cert License Unit	6.4	22	not on VPA	Add to VPA
School Board Of Broward County	EXTRA! Enterprise 2000 Multi-host Access	2000	1	not on VPA	Add to VPA
Plantation Middle School	myEXTRA! PS non-cert AS400 License Unit	7.11	5	not on VPA	Add to VPA
Plantation Middle School	EXTRA! Mainframe Server Edition	8	2	not on VPA	Add to VPA
Broward County Schools	EXTRA! X-treme License Unit	9.2	1	107038	Add to VPA