

PROFESSIONAL SERVICES SCHEDULE effective March 15, 2005 ("Schedule")
between
SAP PUBLIC SERVICES, INC. ("SAP")
and
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Licensee")
to
R/3 SOFTWARE END-USER LICENSE AGREEMENT effective December 7, 1999 ("Agreement")

The parties agree that 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.

1. Services. Upon request by Licensee, SAP will provide a Consultant(s) proficient in the installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.
2. Compensation of SAP. All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.
3. Taxes. Item 4.2 of the Agreement is applicable.
4. Work Product. Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, and other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.
5. Warranty. SAP warrants that its Services shall be performed consistent with generally accepted industry standards. SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS SCHEDULE AND THE SERVICES PROVIDED HEREUNDER.
6. Limitation of Liability. WITH RESPECT TO SERVICES, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE SERVICES FEES PAID, DUE AND OWING FOR THE APPLICABLE SERVICES OR BE LIABLE IN ANY AMOUNT 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.
7. Termination: The terms of this Schedule shall be effective as of the Effective Date of the Schedule and shall remain in effect until terminated by either party upon thirty days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination.
8. General Provisions.
 - 8.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
 - 8.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
 - 8.3 Neither party shall solicit or hire, in any capacity whatsoever, any of the other party's employees involved in a Statement of Work during the term of the applicable Statement of Work and for a period of six months from the termination thereof, without the express written consent of the other party.
 - 8.4 This Schedule, including any applicable SOW's, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

9. Survival: Sections 2, 3, 4, and 8.3 above shall survive any termination of the Schedule.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

BY _____
Stephanie Arma Kraft, Esq., Chair

Approved as to Form:

Franklin L. Till, Jr. Superintendent
of Schools

School Board Attorney

FOR SAP

(Corporate Seal)

SAP PUBLIC SERVICES, INC.

ATTEST:

BY _____
Signature

Printed Name: Mary Beth Hanss
Title: VP & Assistant General Counsel

-or-

Witness

Witness

STATE OF Pennsylvania

COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 4 day of March, 2005 by Mary Beth Hanss
(name of person) of SAP Public Services, Inc. on behalf of the corporation / Licensee. He/She is personally known to me
or produced _____ (Type of Identification) as identification and did/did not first take an oath.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer J. Wray, Notary Public
Newtown Twp., Delaware County
My Commission Expires June 16, 2007

Member, Pennsylvania Association of Notaries

Signature — Notary Public
Jennifer J. Wray
Printed Name of Notary

Notary's Commission No.

