EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the amendment to the agreement with Software AG USA, Inc. for the purchase of student information software, utilizing the information technology bid waiver. Fiscal Impact: Estimated $1,311,000.00, spent over three years (cumulative $2,422,631.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed?

This is an amendment to the Software AG master license and support services agreement to extend the contract for a three-year period. Software AG provides Broward College with the software that is required to operate and run the CID student information system. This renewal will only apply to Broward College and the HETG organization, as all other institutions will not pursue any license renewals, nor support for their products, with Software AG.

Included with this renewal are the rights to any software fixes, enhancements and full support in case of failure for the following products:

-Adabas SQL Gateway
-Adabas
-Natural Construct
-EntireX
-Natural Runtime
-Natural
-Natural Security
-Predict
-EntireX
-EntireX Developer
-EntireX Link
-Natural One, Development Server and Net-Work Client

The CID student information system is the heart of the organization as it comes to the technologies that drive the business. It is the system that maintains all student records, financial aid records, and is the gateway for all academic operations at the College. Although the maintenance and license agreement is an expense, it provides the institution with risk mitigation, as the custom built system is very complex and any failure to the Software AG components within it, could result in a halt of operations for the College. This is a necessary expense for the institution to ensure the student information system is supported while the new Student Information System is implemented.

What procurement process or bid waiver was used and why? The College used the exemption provided for the IT Bid Waiver in accordance with the Florida Administrative Code (FL DOE 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the following exception to the requirement to solicit competitive offers: Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel

costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? FD100, CC0086, GLC64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] **if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated $1,311,000.00 for 3 years as follows: $405,000.00 (24-25), $453,000.00 (25-26) and $453,000.00 (26-27). Contract Cumulative Total: $22,458,778 as follows $14,871,147 (2000-2015) + $2,750,000.00 (2015-2018) + $2,422,631.00 (2018-2021) + $1,104,000.00 (2021-2024) + $1,311,000.00 (2024-2027). from CC0086, FD100, BU202, PG000267

07/01/24	**CC0086 · ERP Support**	**($405,000.00)**
	2024-2025	
07/01/25	**CC0086 · ERP Support**	**($453,000.00)**
	2025-2026	
07/01/26	**CC0086 · ERP Support**	**($453,000.00)**
	2026-2027	
	TOTAL:	**($1,311,000.00)**

Raj Mettai
Raj Mettai, Chief Information Officer 5/14/2024

Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm 5/15/2024

APPROVAL PATH: 12175: Software AG USA, Inc. Renewal (2024-2027) HETG + Broward College

Workflow

Edit View Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Alina Gonzalez	Review & Approve		Completed
2	**Raj Mettai**	CIO Review		Completed
3	Donald Astrab	Chief Operating Officer		Completed
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
5	Zaida Riollano	Procurement Approval		Completed
6	Rabia Azhar	CFO Review		Completed
6	Christine Sims	Budget Departmental Review		Completed
6	**Legal Services Review Group**	Review and Approval for Form and		Completed
7	**Board Clerk**	Agenda Preparation		Pending
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending
9	**Electronic Signature(s)**	Signatures obtained via DocuSign b		Pending
10	Natalia Triana-Aristizabal	Contracts Coordinator		Pending

2024 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT

THIS 2024 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT ("***Amendment***"), made effective as of the date of last signature ("***Amendment Effective Date***"), is entered into by and between **Software AG USA, Inc.**, a Delaware corporation ("***Software AG***") and **District Board of Trustees of Broward College, FL,** on its behalf and on behalf of the Higher Education Technology Group ("***HETGroup***"), which is comprised of the following state college: Broward College (the HETGroup and each member of the HETGroup deemed, a "***Licensee***")(This Amendment amends the Software License and Technical Services Agreement, dated March 29, 2000, as amended (the "***Agreement***"), by and between Software AG, Inc., and Licensee, signed by Okaloosa Walton Community College, now known as Northwest Florida State College. The parties hereto acknowledge and agree that the Order Forms attached hereto as **Exhibit A** and **Exhibit B** ("***Order Form(s)")*** are made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, Software AG and Licensee desire to make certain modifications to the Agreement, all as more particularly provided for in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect on Prior Amendment(s), Term and Surviving Rights.**

   a. **Effect on Prior Amendment(s).** This Amendment is supplemental to and will have no effect on any prior amendments to the Agreement, including, without limitation, the 2021 Amendment, dated June 24, 2021 (the "***2021 Amendment***").

   b. **Amendment Term.** This Amendment and its provisions (except for those provisions that shall, in accordance with their terms, extend for a further period), shall remain in force and effect for the period beginning on the Amendment Effective Date and end on June 30, 2027 ("***Amendment Term***"), unless the period is extended or renewed by a written document agreed upon and executed by both parties.

   c. **Rights Upon Expiration of Amendment Term.** Upon expiration or termination of the Amendment Term, Licensee shall hold a personal, internal, perpetual, nontransferable, non-exclusive license to use the Amendment Products (as defined below), as more particularly set forth on the Order Form.

2. **Payment.** Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of One Million Three Hundred Eleven Thousand USD ($1,311,000) excluding taxes, which shall be due and payable according to the schedule of payments set forth in Exhibit A and Exhibit B, together ("***Amendment Fees***"):

   Except as otherwise provided herein, the payment in full of the Amendment Fees shall be in consideration of, and a material inducement to, Software AG providing, the rights and privileges set forth herein. The parties acknowledge and agree that Licensee will promptly reimburse Software AG for taxes paid on Licensee's behalf to the appropriate state taxing authorities based upon Software AG's good faith interpretation of the relevant state sales and use tax regulations. If Software AG is required by the relevant taxing authority to remit the sales or use taxes at a date earlier than expected based upon Software AG's good faith interpretation, Licensee agrees to reimburse Software AG for such taxes when paid to the taxing authority.

3. **Amendment Products.** Subject to the payment of the Amendment Fees as set forth in Section 2 above and further outlined on Exhibit A and Exhibit B, the products covered by this Amendment are as listed on the Order Forms attached hereto (taken together, the "***Amendment Products***"). The Licensee acknowledges and agrees that the Amendment Products have previously been installed and accepted by Licensee.

4. **Product Support and Maintenance Services.** In accordance with the terms and conditions of this Amendment and the Agreement, and subject to the payment of the Amendment Fees by Licensee to Software AG, Software AG shall provide Product Support and Maintenance Services to Licensee for the Amendment Products for the Amendment Term as more particularly set forth on an Order Form. If at any time Licensee permits Product Support and Maintenance Services to expire without renewal, then subsequently elects to commence Product Support and Maintenance Services, or if Product Support and Maintenance Services for the Amendment Products is later discontinued at Licensee's request and then subsequently renewed, Licensee shall pay the Product Support and Maintenance Services that would have been due for the period during which Product Support and Maintenance Services was not provided, plus any applicable reinstatement fee pursuant to Software AG's then-current policy.

5. **Assignment Right.**
   a. **By Licensee**: Notwithstanding anything to the contrary in the Agreement, and Subject to Licensee's compliance with the terms of the Agreement and this Amendment, Software AG does hereby grant Licensee the right to assign the Amendment Products to any current or future member of the HETGroup, provided that (i) the assignee agrees in writing to be bound by the terms and conditions of the Agreement, (ii) neither Licensee nor the assignee are in default hereunder; and (iii) the assignee is not a competitor of Software AG. However, if any part of this Agreement is any form of an unlimited, 'enterprise' or 'flex' license, the determination of which shall be within Software AG's sole discretion, any such assignment shall require Software AG's written consent. Any assignment or attempted assignment in violation of this Amendment or the Agreement shall be null and void.
   b. **By Software AG**: Software AG may transfer any rights or obligations under the Agreement, in whole or in part: (i) to an Affiliate; (ii) only upon prior written notice to Licensee, to any third party in connection with the assignment to any such third party of the right of the Software AG to receive any sums payable by the Licensee to it hereunder; (iii) as part of a merger, reorganization, acquisition, sale or transfer of any of Software AG's assets, voting securities or ownership of a part or whole of the Software AG's rights or obligations under the Agreement; or (iv) as part of a merger, reorganization, acquisition, sale or transfer of one or more of Software AG's business divisions or units. "Affiliate" is any business entity which now or in the future controls, is controlled by or is under common control with Software AG through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.

6. **Cloud Enablement** - Software AG does hereby agree that Licensee's right of use includes the entitlement to appoint a third party ("**Hosting Services Provider**") for the purposes of hosting the Amendment Products limited to infrastructure services and management (provision of associated hardware and operating system), either in an "**On Premise**" environment (on local computers of the Licensee or the Hosting Services Provider) or "**Cloud**" environment (via an organization that provides cloud computing resources).

7. **Export Control**.

   a. Licensee will not download, get and/or provide access to, or otherwise export or re-export any underlying software or service, technology or other information from the Amendment Products or Documentation except as stated explicitly in the Agreement and in full compliance with all applicable national and international laws and regulations. Licensee reserves the right not to execute affected parts of, or the entire Agreement, in case any national or international export regulations or foreign trade legislation, or any target country/customer/usage restrictions implied by embargoes or other sanctions prohibit the provision of export controlled goods (Dual– Use items) and services to be granted to the Licensee under the Agreement. Software AG will inform the Licensee whether a related official export approval by national or international export control authorities is required. Provision of affected goods and services will then be postponed until all such required approvals have been granted. The provision of agreed goods or services not restricted by the above-mentioned export prohibitions will remain unaffected by this clause.
   b. Licensee will not use, access or provide access to the Software in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law or other restrictive measure and administered or enforced by (i) the United Nations Security Council, (ii) the United States government, (iii) the European Union or any of its member states' governments, (iv) the United Kingdom, (v) the Singaporean government, (vi) the Swiss Confederation, or (vii) any other authority that has jurisdiction over the Licensee, Supplier or the relevant project or activity for which the Software is being used, accessed or provided.

8. **Anti-Corruption**. The parties recognize and agree that they will comply with laws, regulations, rules and requirements against bribery, money laundering, and anti-corruption including the Foreign Corrupt Practices Act of the United States of America. By virtue of the foregoing, the parties declare, and undertake as follows: (i) each party and its owners, directors, officers, employees and agents have not, nor will make, any of the following actions: offer, promise to pay or to authorize the direct or indirect payment of money or any value to any Foreign official in relation to the Agreement. Each party acknowledges that for the purposes of this clause, 'Foreign official' is any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in any official capacity, or on behalf of any such government, department, agency or instrumentality or for, or on behalf of, any such public organization; (ii) none of the owners, directors, officers, partners, employees, agents or close relatives (spouses, children, parents and siblings) of the parties is currently or has been, during the past year, a government official, representative or employee of a political party, holder of a public office or candidate for public office. The parties agree that they shall inform the other party promptly and in writing, if any of these people assume such charges during the time in which remain as owners, directors, officers, partners, employees, or agents of each of them; (iii) all information that has been provided by the parties is complete, true and accurate. Neither party will prepare or approve any contract or other document or will make a record either of them knows or has reasons to know that is false, inaccurate or incomplete.

9. **Third Party Components**. Amendment Products may contain or be distributed with certain open source, free or commercial third party licensor's components ("**Third Party Components**"). These Third Party Components, if any, may be identified in, and may be subject to, special license terms and conditions ("**Third Party Terms**") set forth in "*.txt" or *.pdf" files in the installation directory, a license notice on installation or in readme or license files accompanying Third Party Components and may be retrieved online for then current versions of Amendment Products at http://softwareag.com/licenses. Third Party Terms include important licensing and warranty information and disclaimers of licensors. For the avoidance of doubt the Third Party Terms do not restrict the rights granted under this Amendment. In the event that individual program versions from third party manufacturers that are provided to the Licensee in connection with the Programs and which are required in order to operate the Programs (such as Java virtual machines, applications, frameworks, and databases) ("**Accompanying Programs**") or versions of embedded Third Party Components are no longer actively supported by their respective manufacturers, Software AG will use commercially reasonable efforts to respond and to solve incidents related to the no longer actively supported Accompanying Programs or embedded Third Party Components. Provided Licensee is current under Technical Services, Software AG will replace no longer actively supported Third Party Components with other versions of the same Third Party Components or components with similar functions and with available support by the respective manufacturers. None of the forgoing shall restrict Software AG's support obligations for the Amendment Products or parts of the Amendment Products owned by Software AG.

10. **No Processing of Personal Data**: The Amendment Products made available to Licensee is for on premises use only and thus Licensee does not grant Software AG access to any data for processing including personal data as defined under Art. 4 GDPR ("**GDPR-Relevant Personal Data**") which is subject to General Data Protection Regulation (EU) 2016/679 (**"GDPR"**), educational records under the Federal Educational Rights and Privacy Act ("**FERPA**") or data protected under other applicable United States privacy laws. As such, GDPR-Relevant Personal Data or other data subject to FERPA and other US privacy laws will not be provided to the Software AG under this Agreement. Licensee shall inform Software AG promptly should it become necessary for it to transmit or grant access to GDPR-Relevant Personal Data, FERPA protected data or any other protected data (such as to fulfil a support request), so that such Licensee and Software AG will be able to discuss and agree on a contract for data processing in accordance with GDPR and other applicable legal requirements. Licensee acknowledges and agrees that unless and until such a contract is entered into between the parties, Software AG shall not be responsible for any non-compliance with the GDPR or other applicable laws.

11. **Acknowledgement.** The parties hereto acknowledge and agree that the provisions contained in Sections 9-15 of the Amendment to the Agreement, dated March 31, 2010, are incorporated into the Agreement and shall survive termination of expiration of the Amendment Term.

12. **Entire Agreement.** Except as amended hereby, the Agreement, as previously amended, shall remain in full force and effect and is hereby ratified and affirmed. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.

13. **Counterparts.** This Amendment may be executed in any number of counterparts (including one or more counterparts delivered by facsimile or email), all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below, but effective as of the Amendment Effective Date.

Agreed and Accepted			
Software AG USA, Inc.		**District Board of Trustees of Broward College, FL**	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Exhibit A
ORDER FORM

BROWARD COLLEGE
LICENSEE #8100160

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

A&N SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Usage	Price Model	Quantity	SHIP KEY (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N
PONE1	NaturalONE Standard Edition	Windows	Production	Named User cumulative	15	N
ADA	--Adabas	Windows	Production	Named User cumulative	15	
NDV	--Natural Development Server	Windows	Production	Named User cumulative	15	
ONE	--NaturalONE	Windows	Production	Named User cumulative	15	
WCL	--Entire Net-Work Client	Windows	Production	Named User cumulative	15	

Payment. Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of One Million One Hundred Ten Thousand Five Hundred Fifty Three USD ($1,110,553.00) ("***Exhibit A Fees***") excluding taxes, which shall be due and payable according to the schedule of payments set forth below:

Installment Payment Due Date	Installment Payment Amount
Due Net 30 from execution	$343,077
June 30, 2025	$383,738
June 30, 2026	$383,738

Cancellation Option. Licensee has the one-time option to cancel the last year of Product Support and Maintenance Services for the Exhibit A Amendment Products (for the period July 1, 2026 through June 30, 2027) ("***Option***"), effective as of July 1, 2026 (the "**Option Date**"); provided that Licensee delivers to Software AG written notice of its intent to exercise the Option at least sixty (60) days prior to

the Option Date (i.e. May 1, 2026). Licensee acknowledges and agrees that if the Option is exercised, Licensee will no longer receive any Product Support and Maintenance Services for the Exhibit A Amendment Products as of the Option Date. If Licensee exercises the Option, Software AG shall give Licensee a credit of $46,486. Accordingly, if the Option is exercised, a final payment of $337,255.00 will become due as of the Option Date for the Exhibit A Amendment Products.

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "**License Restrictions**") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Product Support and Maintenance Services on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Alina Gonzalez		Contact: *same as shipping*		Contact: *same as shipping*	
Title: Phone:		Title: Phone:		Title: Phone:	
Email: agonza13@broward.edu		Email:		Email:	
Street Address: 6400 N.W. 6th Way		Street Address:		Street Address:	
City: Ft. Lauderdale		City:		City:	
State: FL	Zip: 33309	State:	Zip:	State:	Zip:

Exhibit B
ORDER FORM

BROWARD COLLEGE
LICENSEE #8100160

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

ENTIREX SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Usage	Price Model	Quantity	SHIP KEY (Y/N)
EXX	EntireX	Linux	Production	App Specific	N/A	N
EXX	EntireX	Linux	Development	App Specific	N/A	N
EXXDE	EntireX Developer	Linux	Development	App Specific	N/A	N
EXXLI	EntireX Link	Linux	Production	App Specific	N/A	N
EXXLI	EntireX Link	Linux	Development	App Specific	N/A	N

Payment. Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of Two Hundred Thousand Four Hundred Forty Seven USD ($200,447) ("***Exhibit B Fees***") excluding taxes, which shall be due and payable according to the schedule of payments set forth below:

Installment Payment Due Date	Installment Payment Amount
Due Net 30 from execution	$61,923
June 30, 2025	$69,262
June 30, 2026	$69,262

Cancellation Option. Licensee has the one-time option to cancel the last year of Product Support and Maintenance Services for the Exhibit B Amendment Products (for the period July 1, 2026 through June 30, 2027) ("***Option***"), effective as of July 1, 2026 (the "***Option Date***"); provided that Licensee delivers to Software AG written notice of its intent to exercise the Option at least sixty (60) days prior to the Option Date (i.e. May 1, 2026). Licensee acknowledges and agrees that if the Option is exercised, Licensee will no longer receive any Product Support and Maintenance Services for the Exhibit B Amendment Products as of the Option Date. If Licensee exercises the Option, Software AG shall give Licensee a credit of $10,014. Accordingly, if the Option is exercised, a final payment of $59,248 will become due as of the Option Date for the Exhibit B Amendment Products.

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "**License Restrictions**") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Product Support and Maintenance Services on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Product Related License Provisions (EntireX (EXX), EntireX Developer (EXXDE), EntireX Link (EXXLI): Licensee shall not i) rent, lease or share the embedded component c-tree Plus; ii) use the component c-tree Plus as a database server; an operating system; a computer language compiler or interpreter, a general purpose communications utility; a general purpose database or file handler, including a general purpose Open DataBase Connectivity ("**ODBC**") driver or general purpose JAVA™ driver; an application development system, or an object with general purpose data management capabilities

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Alina Gonzalez		Contact: *same as shipping*		Contact: *same as shipping*	
Title: Phone:		Title: Phone:		Title: Phone:	
Email: agonza13@broward.edu		Email:		Email:	
Street Address: 6400 N.W. 6th Way		Street Address:		Street Address:	
City: Ft. Lauderdale		City:		City:	
State: FL	Zip: 33309	State:	Zip:	State:	Zip:

DocuSign Envelope ID: 7553FCDF-8A6D-4744-8340-96C043DEE36D

DocuSign Envelope ID: 7553FCDF-8A6D-4744-8340-96C043DEE36D

GDD #: 118218
CMS #: 212488

2021 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT

THIS 2021 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT ("***Amendment***"), made effective as of June 30, 2021 ("***Amendment Effective Date***"), is entered into by and between **Software AG USA, Inc.**, a Delaware corporation ("***Software AG***") and **District Board of Trustees of Broward College, FL,** on its behalf and on behalf of the Higher Education Technology Group ("***HETGroup***"), which is comprised of the following state college: Broward College (the HETGroup and each member of the HETGroup deemed, a "***Licensee***")(Note: Effective June 30, 2021, Palm Beach State College; LSU-Shreveport; Polk State College and Tallahassee Community College have elected to no longer be members of the HETGroup, and as such, Product Support and Maintenance Services for its Software AG software products will need to be contracted directly with Software AG. This Amendment amends the Software License and Technical Services Agreement, dated March 29, 2000, as amended (the "***Agreement***"), by and between Software AG, Inc., and Licensee, signed by Okaloosa Walton Community College, now known as Northwest Florida State College. The parties hereto acknowledge and agree that the Order Forms attached hereto as **Exhibit A** ("***Order Form(s)"***) are made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, Software AG and Licensee desire to make certain modifications to the Agreement, all as more particularly provided for in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect on Prior Amendment(s), Term and Surviving Rights.**

   a. **Effect on Prior Amendment(s).** This Amendment is supplemental to and will have no effect on any prior amendments to the Agreement, including, without limitation, the 2017 Amendment, dated December 12, 2017 (the "***2017 Amendment***").

   b. **Amendment Term.** This Amendment and its provisions (except for those provisions that shall, in accordance with their terms, extend for a further period), shall remain in force and effect for the period beginning on the Amendment Effective Date and end on June 30, 2024 ("***Amendment Term***"), unless the period is extended or renewed by a written document agreed upon and executed by both parties.

   c. **Rights Upon Expiration of Amendment Term.** Upon expiration or termination of the Amendment Term, Licensee shall hold a personal, internal, perpetual, nontransferable, non-exclusive license to use the Amendment Products (as defined below), as more particularly set forth on the Order Form.

2. **Payment.** Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of One Million One Hundred and Four Thousand USD ($1,104,000) ("***Amendment Fees***") excluding taxes, which shall be due and payable according to the schedule of payment set forth below:

Installment Payment Due Date	Installment Payment Amount
Due Net 30 from execution	$368,000
June 30, 2022	$368,000
June 30, 2023	$368,000

   Except as otherwise provided herein, the payment in full of the Amendment Fees shall be in consideration of, and a material inducement to, Software AG providing, the rights and privileges set forth herein. The parties acknowledge and agree that Licensee will promptly reimburse Software AG for taxes paid on Licensee's behalf to the appropriate state taxing authorities based upon Software AG's good faith interpretation of the relevant state sales and use tax regulations. If Software AG is required by the relevant taxing authority to remit the sales or use taxes at a date earlier than expected based upon Software AG's good faith interpretation, Licensee agrees to reimburse Software AG for such taxes when paid to the taxing authority.

3. **Amendment Products.** Subject to the payment of the Amendment Fees as set forth in Section 2 above, the products covered by this Amendment are as listed on the Order Forms attached hereto (taken together, the "***Amendment Products***"). The Licensee acknowledges and agrees that the Amendment Products have previously been installed and accepted by Licensee.

4. **Product Support and Maintenance Services.** In accordance with the terms and conditions of this Amendment and the Agreement, and subject to the payment of the Amendment Fees by Licensee to Software AG, Software AG shall provide Product Support and Maintenance Services to Licensee for the Amendment Products for the Amendment Term as more particularly set forth on an Order Form. If at any time Licensee permits Product Support and Maintenance Services to expire without renewal, then subsequently elects to commence Product Support and Maintenance Services, or if Product Support and Maintenance Services for the Amendment Products is later discontinued at Licensee's request and then subsequently renewed, Licensee shall pay the Product Support and

APPROVED AS TO LEGAL FORM BROWARD COLLEGE FLORIDA OFFICE OF GENERAL COUNSEL

Maintenance Services that would have been due for the period during which Product Support and Maintenance Services was not provided, plus any applicable reinstatement fee pursuant to Software AG's then-current policy.

5. **Cancellation Option.** Licensee has the one-time option to cancel the last year of Product Support and Maintenance Services for the Amendment Products (for the period July 1, 2023 through June 30, 2024) ("***Option***"), effective as of July 1, 2023 (the "Option Date"); provided that Licensee delivers to Software AG written notice of its intent to exercise the Option at least sixty (60) days prior to the Option Date (i.e. May 1, 2023). Licensee acknowledges and agrees that if the Option is exercised, Licensee will no longer receive any Product Support and Maintenance Services for the Amendment Products as of the Option Date. If Licensee exercises the Option, Software AG shall give Licensee a credit of $56,500. Accordingly, if the Option is exercised, a final payment of $311,500 will become due as of the Option Date.

6. **Assignment Right.** Notwithstanding anything to the contrary in the Agreement, and Subject to Licensee's compliance with the terms of the Agreement and this Amendment, Software AG does hereby grant Licensee the right to assign the Amendment Products to any current or future member of the HETGroup, provided that (i) the assignee agrees in writing to be bound by the terms and conditions of the Agreement, (ii) neither Licensee nor the assignee are in default hereunder; and (iii) the assignee is not a competitor of Software AG. However, if any part of this Agreement is any form of an unlimited, 'enterprise' or 'flex' license, the determination of which shall be within Software AG's sole discretion, any such assignment shall require Software AG's written consent. Any assignment or attempted assignment in violation of this Amendment or the Agreement shall be null and void.

7. **Export Control**. Licensee not download, get and/or provide access to, or otherwise export or re-export any underlying software or service, technology or other information from the Products or Documentation except as stated explicitly in the Agreement and in full compliance with all applicable national and international laws and regulations. Licensee reserves the right not to execute affected parts of, or the entire Agreement, in case any national or international export regulations or foreign trade legislation, or any target country/customer/usage restrictions implied by embargoes or other sanctions prohibit the provision of export controlled goods (Dual–Use items) and services to be granted to the Licensee under the Agreement. Software AG will inform the Licensee whether a related official export approval by national or international export control authorities is required. Provision of affected goods and services will then be postponed until all such required approvals have been granted. The provision of agreed goods or services not restricted by the above-mentioned export prohibitions will remain unaffected by this clause.

8. **Anti-Corruption**. The parties recognize and agree that they will comply with laws, regulations, rules and requirements against bribery, money laundering, and anti-corruption including the Foreign Corrupt Practices Act of the United States of America. By virtue of the foregoing, the parties declare, and undertake as follows: (i) each party and its owners, directors, officers, employees and agents have not, nor will make, any of the following actions: offer, promise to pay or to authorize the direct or indirect payment of money or any value to any Foreign official in relation to the Agreement. Each party acknowledges that for the purposes of this clause, 'Foreign official' is any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in any official capacity, or on behalf of any such government, department, agency or instrumentality or for, or on behalf of, any such public organization; (ii) none of the owners, directors, officers, partners, employees, agents or close relatives (spouses, children, parents and siblings) of the parties is currently or has been, during the past year, a government official, representative or employee of a political party, holder of a public office or candidate for public office. The parties agree that they shall inform the other party promptly and in writing, if any of these people assume such charges during the time in which remain as owners, directors, officers, partners, employees, or agents of each of them; (iii) all information that has been provided by the parties is complete, true and accurate. Neither party will prepare or approve any contract or other document or will make a record either of them knows or has reasons to know that is false, inaccurate or incomplete.

9. **Third Party Components**. Products may contain or be distributed with certain open source, free or commercial third party licensor's components ("Third Party Components"). These Third Party Components, if any, may be identified in, and may be subject to, special license terms and conditions ("Third Party Terms") set forth in "*.txt" or *.pdf" files in the installation directory, a license notice on installation or in readme or license files accompanying Third Party Components and may be retrieved online for then current versions of Products at http://softwareag.com/licenses. Third Party Terms include important licensing and warranty information and disclaimers of licensors. For the avoidance of doubt the Third Party Terms do not restrict the rights granted under this Amendment. In the event that individual program versions from third party manufacturers that are provided to the Customer in connection with the Programs and which are required in order to operate the Programs (such as Java virtual machines, applications, frameworks, and databases) ("Accompanying Programs") or versions of embedded Third Party Components are no longer actively supported by their respective manufacturers, Software AG will use commercially reasonable efforts to respond and to solve incidents related to the no longer actively supported Accompanying Programs or embedded Third Party Components. Provided Licensee is current under Technical Services, Software AG will replace no longer actively supported Third Party Components with other versions of the same Third Party Components or components with similar functions and with available support by the respective manufacturers. None of the forgoing shall restrict Software AG's support obligations for the Products or parts of the Products owned by Software AG

10. **Acknowledgement.** The parties hereto acknowledge and agree that the provisions contained in Sections 9-15 of the Amendment to the Agreement, dated March 31, 2010, are incorporated into the Agreement and shall survive termination of expiration of the Amendment Term.

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11. **Entire Agreement.** Except as amended hereby, the Agreement, as previously amended, shall remain in full force and effect and is hereby ratified and affirmed. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.

12. **Counterparts.** This Amendment may be executed in any number of counterparts (including one or more counterparts delivered by facsimile or email), all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below, but effective as of the Amendment Effective Date.

District Board of Trustees of Broward College, FL

DocuSigned by:
By: _____
718ED749A745435...
Name: John Dunnuck
Title: SVP Finance & Operations
Date: 6/23/2021

Software AG USA, Inc.

DocuSigned by:
By: _____
Name: W. Stanford Smith
Title: SVP and General Counsel
Date: 24-Jun-2021 | 4:03:11 PM EDT

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DocuSign Envelope ID: 7553FCDF-8A6D-4744-8340-96C043DEE36D

Exhibit A
ORDER FORM

BROWARD COLLEGE
LICENSEE #8100160

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Usage	Price Model	Quantity	SHIP KEY (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	Linux	Production	App Specific	N/A	N
EXX	EntireX	Linux	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXDE	EntireX Developer	Linux	Development	App Specific	N/A	N
EXXLI	EntireX Link	Linux	Production	App Specific	N/A	N
EXXLI	EntireX Link	Linux	Development	App Specific	N/A	N
PONE1	NaturalONE Standard Edition	Windows	Production	Named User cumulative	15	Y
ADA	--Adabas	Windows	Production	Named User cumulative	15	
NDV	--Natural Development Server	Windows	Production	Named User cumulative	15	
ONE	--NaturalONE	Windows	Production	Named User cumulative	15	
WCL	--Entire Net-Work Client	Windows	Production	Named User cumulative	15	

NOTE: HETGroup previously licensed 115 Named Users NaturalONE Standard Edition (PONE1) licenses. As of the June 30, 2021, HETGroup has assigned 15 Named User PONE1 licenses to Broward College.

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Product Support and Maintenance Services on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Christian Block		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Chief Business Officer, IT Phone: 954.201.2681		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: cblock@broward.edu		Email: razhar@broward.edu		Email:	
Street Address: 6400 N.W. 6th Way		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Lauderdale		City: Ft. Lauderdale		City:	
State: FL	Zip: 33309	State: FL	Zip: 33309	State:	Zip:

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DocuSign Envelope ID: AD603535-CD27-477E-A8B2-BA5E81191625

software AG

Please return original contract to:
Contracts Administration, MS-7029
11700 Plaza America Drive
Reston, VA 20190
(F) 703.391.8325

2017 SUPPLEMENTAL AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT

GDD #: 78827
CMS #: 44683
Sales Rep.: Di Vernieri
Licensee #: 8102950

THIS 2017 SUPPLEMENTAL AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT (***"Amendment"***), made effective as of December 12, 2017, (***"Amendment Effective Date"***), is entered into by and between **Software AG USA, Inc.**, a Delaware corporation (***"Software AG"***) and **The District Board of Trustees of Broward College, FL**, on its behalf and on behalf of the Higher Education Technology Group (***"HETGroup"***), which is comprised of the following state colleges: Broward College; Palm Beach State College; LSU-Shreveport; Polk State College; and Tallahassee Community College (the HETGroup and each member of the HETGroup deemed, a ***"Licensee"***)(Note: As of June 30, 2018, Miami Dade College (***"Miami Dade"***) and Indian River State College (***"Indian River"***) will no longer be a member of the HETGroup, and as such, Product Support and Maintenance Services for its Software AG software products (***"Miami Dade Services"*** and ***"Indian River Services"***) will need to be contracted directly with Software AG). This Amendment amends the Software License and Technical Services Agreement, dated March 29, 2000, as amended (the ***"Agreement"***), by and between Software AG, Inc., and Licensee, signed by Okaloosa Walton Community College, now known as Northwest Florida State College. The parties hereto acknowledge and agree that the Order Forms attached hereto as **Exhibit A** (***"Order Form(s)"***) are made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, Software AG and Licensee desire to make certain modifications to the Agreement, all as more particularly provided for in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect on Prior Amendment(s), Term and Surviving Rights.**

   a. **Effect on Prior Amendment(s).** This Amendment is supplemental to and will have no effect on any prior amendments to the Agreement, including, without limitation, the 2015 Amendment, dated April 15, 2015 (the ***"2015 Amendment"***). Licensee acknowledges and agrees that Product Support and Maintenance Services are being provided for the Amendment Products under the 2015 Amendment, the term of which expires June 30, 2018.

   b. **Amendment Term.** This Amendment and its provisions (except for those provisions that shall, in accordance with their terms, extend for a further period), shall remain in force and effect for the period beginning on the Amendment Effective Date and end on June 30, 2021 (***"Amendment Term"***), unless the period is extended or renewed by a written document agreed upon and executed by both parties.

   c. **Rights Upon Expiration of Amendment Term.** Upon expiration or termination of the Amendment Term, Licensee shall hold a personal, internal, perpetual, nontransferable, non-exclusive license to use the Amendment Products (as defined below), as more particularly set forth on the Order Form.

2. **Payment.** Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of Two Million Four Hundred Twenty Two Thousand Six Hundred Thirty One USD ($2,422,631) (***"Amendment Fees"***) excluding taxes, which shall be due and payable according to the schedule of payment set forth below:

Installment Payment Due Date	Installment Payment Amount
January 7, 2018	$100,000
August 1, 2018	$707,544
August 1, 2019	$807,544
August 1, 2020	$807,543

Except as otherwise provided herein, the payment in full of the Amendment Fees shall be in consideration of, and a material inducement to, Software AG providing, the rights and privileges set forth herein. The parties acknowledge and agree that Licensee will promptly reimburse Software AG for taxes paid on Licensee's behalf to the appropriate state taxing authorities based upon Software AG's good faith interpretation of the relevant state sales and use tax regulations. If Software AG is required by the relevant taxing authority to remit the sales or use taxes at a date earlier than expected based upon Software AG's good faith interpretation, Licensee agrees to reimburse Software AG for such taxes when paid to the taxing authority.

3. **Amendment Products.** Subject to the payment of the Amendment Fees as set forth in Section 2 above, the products covered by this Amendment are as listed on the Order Forms attached hereto (taken together, the "***Amendment Products***"). The Licensee acknowledges and agrees that the Amendment Products have previously been installed and accepted by Licensee.

4. **Product Support and Maintenance Services.** In accordance with the terms and conditions of this Amendment and the Agreement, and subject to the payment of the Amendment Fees by Licensee to Software AG, Software AG shall provide Product Support and Maintenance Services to Licensee for the Amendment Products for the Amendment Term as more particularly set forth on an Order Form. If at any time Licensee permits Product Support and Maintenance Services to expire without renewal, then subsequently elects to commence Product Support and Maintenance Services, or if Product Support and Maintenance Services for the Amendment Products is later discontinued at Licensee's request and then subsequently renewed, Licensee shall pay the Product Support and Maintenance Services that would have been due for the period during which Product Support and Maintenance Services was not provided, plus any applicable reinstatement fee pursuant to Software AG's then-current policy.

5. **Third Party Components.** The Software may contain or be distributed with certain open source, free, or commercial third party licensor components ("Third Party Components"). These Third Party Components, if any, may be identified in, and may be subject to, copyright notices and third party terms ("Third Party Terms") set forth in *.txt or *.pdf files in the installation directory, a license notice upon installation, or in readme or license files accompanying the Third Party Components and may be retrieved online for then-current versions of Software at http://softwareag.com/licenses. For avoidance of doubt, the Third Party Components are included in the term "Software" and are provided to Licensee under the terms of the Agreement and the Third Party Terms do not restrict the rights granted by Software AG under the Agreement or impose any additional obligations or liability upon Licensee with respect to the rights granted under the Agreement.

6. **Cancellation Option.** Licensee has the one-time option to cancel the last year of Product Support and Maintenance Services for the Amendment Products (for the period July 1, 2020 through June 30, 2021) ("***Option***"), effective as of July 1, 2020 (the "Option Date"); provided that Licensee delivers to Software AG written notice of its intent to exercise the Option at least sixty (60) days prior to the Option Date (i.e. May 1, 2020). Licensee acknowledges and agrees that if the Option is exercised, Licensee will no longer receive any Product Support and Maintenance Services for the Amendment Products as of the Option Date. If Licensee exercises the Option, Software AG shall give Licensee a credit of $412,196. Accordingly, if the Option is exercised, a final payment of $395,347 will become due as of the Option Date.

7. **Third Party Access.** Notwithstanding anything to the contrary in the Agreement, and Subject to Licensee's compliance with the terms of the Agreement and this Amendment, Software AG does hereby grant Licensee a perpetual right to permit, in addition to Licensee's employees, one designated third party to access the Amendment Products as part of Licensee's normal and usual business processes (the "***Permitted Third Party***"), provided, however, that the Permitted Third Party gains access to the Amendment Products through the Licensee's enterprise security and control software. Licensee must advise Software AG in advance and in writing identifying the Permitted Third Party before providing such Permitted Third Party access to the Amendment Products. Except as otherwise provided for in this Amendment, any other third party use of or access to the Amendment Products is strictly prohibited. Licensee hereby acknowledges and agrees that it will be solely responsible for ensuring that

access to and use of the Amendment Products by the Permitted Third Party shall at all times be in accordance with the terms and conditions of this Amendment and the Agreement, as amended from time to time. For the avoidance of doubt, this right may be exercised by each and every member of the HETGroup.

8. **Acknowledgement.** The parties hereto acknowledge and agree that the provisions contained in Sections 9-15 of the Amendment to the Agreement, dated March 31, 2010, are incorporated into the Agreement and shall survive termination of expiration of the Amendment Term.

9. **Entire Agreement.** Except as amended hereby, the Agreement, as previously amended, shall remain in full force and effect and is hereby ratified and affirmed. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.

10. **Counterparts.** This Amendment may be executed in any number of counterparts (including one or more counterparts delivered by facsimile or email), all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below, but effective as of the Amendment Effective Date.

The District Board of Trustees of Broward College, FL

DocuSigned by:
By: Thomas W. Olliff
A1267F44E0867...
Name: Thomas W. Olliff
Title: SVP, Administrative Services
Date: 12/14/2017

DocuSigned by:
[signature]
04210120D8624C8...

Software AG USA, Inc.

[signature]
By: W. Stanford Smith (Dec 19, 2017)
Name: W. Stanford Smith
Title: Senior Vice President
Date: December 19, 2017

Exhibit A
ORDER FORM

BROWARD COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Christian Block		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Chief Business Officer, IT Phone: 954.201.2681		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: cblock@broward.edu		Email: razhar@broward.edu		Email:	
Street Address: 6400 N.W. 6th Way		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Lauderdale		City: Ft. Lauderdale		City:	
State: FL	Zip: 33301	State: FL	Zip: 33309	State:	Zip:

ORDER FORM

HETGROUP

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
PONE1	NaturalONE Standard Edition	Windows	Production	Named User cumulative	115	N
ADA	-Adabas	Windows	Production	Named User cumulative	115	
NDV	-Natural Development Server	SUSE Linux (x86)	Production	Named User cumulative	115	
ONE	-NaturalONE	Windows	Production	Named User cumulative	115	
WCL	-Entire Net-Work Client	Windows	Production	Named User cumulative	115	
NAT	Natural*	Windows	Production	Named User cumulative	16	
NEE	Natural Engineer	Windows	Production	Named User cumulative	16	N
NEE	Natural Engineer	SUSE Linux (x86)	Production	Named User cumulative	16	N
WCP	Entire Net-Work	SUSE Linux (x86)	Production	Named User cumulative	16	N
ONE	NaturalONE	Windows	Production	Named User cumulative	16	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

*Natural (NAT) on Windows is a component of the NaturalOne Standard Edition (PONE1) bundle originally licensed in March 2010 under the Natural Productivity Package (KPPV2), which was subsequently upgraded to PONE1 per the 2015 Amendment.

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Named User: A Named User, also known as Named User Cumulative, is defined as a uniquely identified person, entity, device, or process that accesses, operates, or maintains a software product, regardless of whether the Named User is actively accessing, operating or maintaining the software product at any given time.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Sophia Cowan		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Director of Systems Phone: 954.761.1170 x 122		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: scowan@hetgroup.org		Email: razhar@broward.edu		Email:	
Street Address: 800 E. Cypress Road, Ste. 304		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Lauderdale		City: Ft. Lauderdale		City:	
State: FL	Zip: 33334	State: FL	Zip: 33309	State:	Zip:

ORDER FORM

LSU SHREVEPORT

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Shelby Keith		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: CIO Phone: 318.797.5221		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: Shelby.keith@lsus.edu		Email: razhar@broward.edu		Email:	
Street Address: One University Place		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Shreveport		City: Ft. Lauderdale		City:	
State: LA	Zip: 71115	State: FL	Zip: 33309	State:	Zip:

ORDER FORM

PALM BEACH STATE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Tony Parziale		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: CIO Phone: 561.868.3239		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: parziale@palmbeachstate.edu		Email: razhar@broward.edu		Email:	
Street Address: 4200 South Congress Ave.		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Lake Worth		City: Ft. Lauderdale		City:	
State: FL	Zip: 33461	State: FL	Zip: 33309	State:	Zip:

ORDER FORM

POLK STATE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Naomi Boyer		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: AVP Strategic Initiatives Phone: 863.298.6854		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: NBoyer@polk.edu		Email: razhar@broward.edu		Email:	
Street Address: 999 Ave. H, NE		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Winter Haven		City: Ft. Lauderdale		City:	
State: FL	Zip: 33881-4299	State: FL	Zip: 33309	State:	Zip:

ORDER FORM

TALLAHASSEE COMMUNITY COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Qty	Ship Key (Y/N)
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	N
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Production	App Specific	N/A	N
ADA	Adabas	SUSE Linux (x86)	Development	App Specific	N/A	N
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	N
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXDE	EntireX Developer	SUSE Linux (x86)	Development	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Production	App Specific	N/A	N
EXXLI	EntireX Link	SUSE Linux (x86)	Development	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	N
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	N
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	N
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	N
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	N

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Mike Robeck		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Director of Enterprise Sys. Phone: 850.201.8546		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: robeckm@tcc.fl.edu		Email: razhar@broward.edu		Email:	
Street Address: 444 Appleyard		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Tallahassee		City: Ft. Lauderdale		City:	
State: FL	Zip: 32304-2895	State: FL	Zip: 33309	State:	Zip:

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Please return original contract to:
Contracts Administration, MS-7029
11700 Plaza America Drive
Reston, VA 20190
(F) 703.391.8325

2015 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT

GDD #: 47921
Sales Rep.: Di Vernieri
Licensee #: 8102950
P.O. #: N/A

THIS 2015 AMENDMENT TO SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT ("***Amendment***"), made effective as of April 30, 2015 ("***Amendment Effective Date***"), is entered into by and between **Software AG USA, Inc.**, a Delaware corporation ("***Software AG***") and **District Board of Trustees of Broward College, FL,** on its behalf and on behalf of the Higher Education Technology Group ("HETGroup"), which is comprised of the following state colleges: Broward College; Miami Dade College; Indian River State College; Palm Beach State College; LSU-Shreveport; Polk State College; and Tallahassee Community College (the HETGroup and each member of the HETGroup deemed, a "***Licensee***")(Note: As of the Amendment Effective Date, Northwest Florida State College ("NWFSC") will no longer be a member of the HETGroup, and as such, Product Support and Maintenance Services for its Software AG software products ("NWFSC Services") will be terminated. If, in the future, NWFSC wishes to reinstate NWFSC Services, it will contract directly with Software AG for such services). The Amendment amends the Software License and Technical Services Agreement, dated March 29, 2000, as amended (the "***Agreement***"), by and between Software AG, Inc., and Licensee, signed by Okaloosa Walton Community College, now known as Northwest Florida State College. The parties hereto acknowledge and agree that the Order Forms attached hereto as **Exhibit A** ("***Order Form(s)***) are made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, Software AG and Licensee desire to make certain modifications to the Agreement, all as more particularly provided for in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect on Prior Amendment(s), Term and Surviving Rights.**

   a. **Effect on Prior Amendment(s).** This Amendment is supplemental to and will have no effect on any prior amendments to the Agreement, including, without limitation, payment terms contained in previous amendments to the Agreement.

   b. **Amendment Term.** This Amendment and its provisions (except for those provisions that shall, in accordance with their terms, extend for a further period), shall remain in force and effect for the period beginning on the Amendment Effective Date and end on June 30, 2018 ("***Amendment Term***"), unless the period is extended or renewed by a written document agreed upon and executed by both parties.

   c. **Rights Upon Expiration of Amendment Term.** Upon expiration or termination of the Amendment Term, Licensee shall hold a personal, internal, perpetual, nontransferable, non-exclusive license to use the Amendment Products (as defined below), as more particularly set forth on the Order Form.

2. **Payment.** Broward College, as designated fiscal agent for the HETGroup, shall pay to Software AG the aggregate amount of Two Million Seven Hundred Fifteen Thousand and Fifty-Nine USD ($2,715,059) ("***Amendment Fees***") excluding taxes, which shall be due and payable according to the schedule of payment set forth below:

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Installment Payment Due Date	Installment Payment Amount
May 31, 2015	$100,000
August 1, 2015	$805,020
August 1, 2016	$905,020
August 1, 2017	$905,019

Except as otherwise provided herein, the payment in full of the Amendment Fees shall be in consideration of, and a material inducement to, Software AG providing, the rights and privileges set forth herein. The parties acknowledge and agree that Licensee will promptly reimburse Software AG for taxes paid on Licensee's behalf to the appropriate state taxing authorities based upon Software AG's good faith interpretation of the relevant state sales and use tax regulations. If Software AG is required by the relevant taxing authority to remit the sales or use taxes at a date earlier than expected based upon Software AG's good faith interpretation, Licensee agrees to reimburse Software AG for such taxes when paid to the taxing authority.

3. **Amendment Products.** Subject to the payment of the Amendment Fees as set forth in Section 2 above, the products covered by this Amendment are the (i) mainframe products that are currently licensed to the Licensee (***"Current Mainframe Products"***); and (ii) workstation products that are currently licensed to the Licensee (***"Current Workstation Products")*** as further listed on the Order Forms attached hereto (taken together, the "***Amendment Products***").

   The Licensee acknowledges and agrees that the Amendment Products have previously been installed and accepted by Licensee.

4. **Product Support and Maintenance Services.** In accordance with the terms and conditions of this Amendment and the Agreement, and subject to the payment of the Amendment Fees by Licensee to Software AG, Software AG shall provide Product Support and Maintenance Services to Licensee for the Amendment Products for the Amendment Term as more particularly set forth on an Order Form. If at any time Licensee permits Product Support and Maintenance Services to expire without renewal, then subsequently elects to commence Product Support and Maintenance Services, or if Product Support and Maintenance Services for the Amendment Products is later discontinued at Licensee's request and then subsequently renewed, Licensee shall pay the Product Support and Maintenance Services that would have been due for the period during which Product Support and Maintenance Services was not provided, plus any applicable reinstatement fee pursuant to Software AG's then-current policy.

5. **Cancellation Option.** Licensee has the one-time option to cancel the last six months of Product Support and Maintenance Services for the Amendment Products (for the period January 1, 2018 through June 30, 2018) ("Option"), effective as of January 1, 2018 (the "Option Date"); provided that, Licensee delivers to Software AG written notice of its intent to exercise the Option at least sixty (60) days prior to the Option Date (i.e. November 1, 2017). Licensee acknowledges and agrees that if the Option is exercised, Licensee will no longer receive any Product Support and Maintenance Services for the Amendment Products as of the Option Date. If Licensee exercises the Option set forth in this Section 5, Licensee will receive a credit in the amount of $262,306.

6. **Service Bureau License.** Notwithstanding anything to the contrary in the Agreement, Software AG hereby grants Licensee a perpetual, nontransferable right for HETGroup to act as a "service bureau" for up to a combined total of five (5) higher education entities that are not part of the HETGroup (each a "***Permitted Service Bureau Party***"), which right shall be limited to use of the Amendment Products (listed on the HETGroup Order form) by the HETGroup for and on behalf of a Permitted Service Bureau Party. For the avoidance of doubt, the maximum number of Permitted Service Bureau Parties at any one time is five (5). Except as otherwise provided in this Amendment, any other third party access to the Amendment Products is strictly prohibited. HETGroup hereby acknowledges and agrees that, for as long as HETGroup provides access to the Amendment Products to a Permitted Service Bureau Party, HETGroup will be responsible to ensure that access to and use of the Amendment Products by such Permitted Service Bureau Party shall at all times be in accordance with the terms and conditions of this Amendment and the Agreement, as amended from time to time. This Service Bureau License does not permit HETGroup or any other designee, to act as a service bureau for any third party other than a Permitted Service Bureau Party and that, in Software AG's sole discretion, any approved extension of this Service Bureau License may require the payment of additional license fees. In addition, HETGroup acknowledges and agrees that this Service Bureau License requires Licensee to maintain Product Support and

Maintenance Services for the Amendment Products, and that if HETGroup fails to do so, then the Service Bureau License is suspended until such Product Support and Maintenance Services are reinstated pursuant to Section 4 above. For the avoidance of doubt, this Section 6 shall be and hereby is integrated into and made part of the Agreement and shall survive termination or expiration of the Amendment Term.

7. **Acknowledgement.** The parties hereto acknowledge and agree that the provisions contained in Sections 9-15 of the Amendment to the Agreement dated March 31, 2010, are incorporated into the Agreement and shall survive termination of expiration of the Amendment Term.

8. **Entire Agreement.** Except as amended hereby, the Agreement, as previously amended, shall remain in full force and effect and is hereby ratified and affirmed. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.

9. **Counterparts.** This Amendment may be executed in any number of counterparts (including one or more counterparts delivered by facsimile or email), all of which together will constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below, but effective as of the Amendment Effective Date.

District Board of Trustees of Broward College, FL

DocuSigned by:
Thomas W. Olliff
A1267F41E088457...

By: _____
Name: Thomas W. Olliff
Title: SVP, Administrative Services
Date: 6/1/2015

Software AG USA, Inc.

DocuSigned by:
W. Stanford Smith
1BC1A644F2CE4C4...

By: _____
Name: W. Stanford Smith
Title: Senior Vice President and General Counsel
Date: 6/9/2015

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:
GREGORY A. HAILE, ESQ.
04210120D8624C8...

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

Exhibit A
ORDER FORM

BROWARD COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

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Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Ken Libutti		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Contracts Officer Phone: 954.201.7361		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: klibutti@broward.edu		Email: razhar@broward.edu		Email:	
Street Address: 6400 N.W. 6th Way		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Lauderdale		City: Ft. Lauderdale		City:	
State: FL	Zip: 33301	State: FL	Zip: 33309	State:	Zip:

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

ORDER FORM

HETGROUP

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
PONE1	NaturalONE Standard Edition	Windows Desktop	Production	Named User cumulative	99	0
ADA	-Adabas C	Windows Desktop	Production	Named User cumulative	99	
NDV	-Natural Development Server	SUSE Linux (x86)	Production	Named User cumulative	99	
ONE	-NaturalONE	Windows Desktop	Production	Named User cumulative	99	
WCL	-Entire Net-Work Client	Windows Desktop	Production	Named User cumulative	99	
PONE1	NaturalONE Standard Edition	Windows Server	Production	Named User cumulative	16	0
ADA	-Adabas C	Windows Server	Production	Named User cumulative	16	
NDV	-Natural Development Server	SUSE Linux (x86)	Production	Named User cumulative	16	
ONE	-NaturalONE	Windows Server	Production	Named User cumulative	16	
WCL	-Entire Net-Work Client	Windows Server	Production	Named User cumulative	16	
NEE	Natural Engineer	Windows Server	Production	Named User cumulative	16	0
NEE	Natural Engineer	SUSE Linux (x86)	Production	Named User cumulative	16	0
WCP	Entire Net-Work	SUSE Linux (x86)	Production	Named User cumulative	16	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
ONE	NaturalONE **(Note 1)**	Windows Server	Production	Named User cumulative	16	1
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0
WMPCP	wM BPMS **(Note 2)**	SUSE Linux (x86)	Development	App Specific	N/A	0
JDB	JDBC Adapter **(Note 2)**	SUSE Linux (x86)	Development	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Note 1: Natural for Eclipse (Product Code NFN) has been upgraded to Natural One (Product Code ONE) at no charge to the customer.

Note 2: The Service Bureau Right set forth in Section 6 of the Amendment is not applicable to the wM BPMS (Product Code WMPCP) and JDBC Adapter (Product Code JDB) products and the Product Support and Maintenance Services for these software products will be renewed separately.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Named User: A Named User, also known as Named User Cumulative, is defined as a uniquely identified person, entity, device, or process that accesses, operates, or maintains a software product, regardless of whether the Named User is actively accessing, operating or maintaining the software product at any given time.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

Contacts and Addresses:

Shipping Address:		**Billing Address:**		**Installation Address**	
Contact: Sophia Cowan		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Director of Systems Phone: 954.761.1170 x 122		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: scowan@hetgroup.org		Email: razhar@broward.edu		Email:	
Street Address: 800 E. Cypress Road, Ste. 304		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Lauderdale		City: Ft. Lauderdale		City:	
State: FL	Zip: 33334	State: FL	Zip: 33309	State:	Zip:

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ORDER FORM

INDIAN RIVER STATE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Tony Via		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Associate Dean of DP Phone: 772.462.7301		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: avia@irsc.edu		Email: razhar@broward.edu		Email:	
Street Address: 3209 Virginia Ave.		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Ft. Pierce		City: Ft. Lauderdale		City:	
State: FL	Zip: 34981-5599	State: FL	Zip: 33309	State:	Zip:

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ORDER FORM

LSU SHREVEPORT

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

Software AG is licensing only the products specified in this Order Form. The availability of any future versions, features, or functionality of the Amendment Products shall not be relied upon by Licensee in connection with its decision to execute the Amendment.

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Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Shelby Keith		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: CIO Phone: 318.797.5221		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: Shelby.keith@lsus.edu		Email: razhar@broward.edu		Email:	
Street Address: One University Place		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Shreveport		City: Ft. Lauderdale		City:	
State: LA	Zip: 71115	State: FL	Zip: 33309	State:	Zip:

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

ORDER FORM

MIAMI DADE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the “License Restrictions”) regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Javier Munoz		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: DBA Phone: 305.237.0188		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: Javier.Munoz@mdc.edu		Email: razhar@broward.edu		Email:	
Street Address: 11011 SW 104th Street, Rm 9154		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Miami		City: Ft. Lauderdale		City:	
State: FL	Zip: 33176-3330	State: FL	Zip: 33309	State:	Zip:

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

ORDER FORM

PALM BEACH STATE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the “License Restrictions”) regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Tony Parziale		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: CIO Phone: 561.868.3239		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: parziale@palmbeachstate.edu		Email: razhar@broward.edu		Email:	
Street Address: 4200 South Congress Ave.		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Lake Worth		City: Ft. Lauderdale		City:	
State: FL	Zip: 33461	State: FL	Zip: 33309	State:	Zip:

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

ORDER FORM

POLK STATE COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x86)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x86)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x86)	Development	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Production	App Specific	N/A	0
RUN	Natural Runtime	SUSE Linux (x86)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x86)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x86)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x86)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the “License Restrictions”) regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Naomi Boyer		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: AVP Strategic Initiatives Phone: 863.298.6854		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: NBoyer@polk.edu		Email: razhar@broward.edu		Email:	
Street Address: 999 Ave. H, NE		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Winter Haven		City: Ft. Lauderdale		City:	
State: FL	Zip: 33881-4299	State: FL	Zip: 33309	State:	Zip:

DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

ORDER FORM

TALLAHASSEE COMMUNITY COLLEGE

Any capitalized terms set forth in this Order Form but not otherwise defined herein shall have the same meanings assigned to those terms as set forth in the Agreement. In the event of any conflict between this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

SOFTWARE

The Licenses set forth in the table below are perpetual.

Product Code	Product Name	OS	Environment	Metric	Quantity	# to Ship
ACE	Adabas SQL Gateway	SUSE Linux (x64)	Production	App Specific	N/A	0
ACE	Adabas SQL Gateway	SUSE Linux (x64)	Development	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x64)	Production	App Specific	N/A	0
ADA	Adabas C	SUSE Linux (x64)	Development	App Specific	N/A	0
CST	Natural Construct	SUSE Linux (x64)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x64)	Production	App Specific	N/A	0
EXX	EntireX	SUSE Linux (x64)	Development	App Specific	N/A	0
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RUN	Natural Runtime	SUSE Linux (x64)	Development	App Specific	N/A	0
NAT	Natural	SUSE Linux (x64)	Production	App Specific	N/A	0
NSC	Natural Security	SUSE Linux (x64)	Production	App Specific	N/A	0
PRD	Predict	SUSE Linux (x64)	Production	App Specific	N/A	0

License Restrictions/Notes:

The Amendment Products are licensed to Licensee subject to the applicable restrictions set forth in the Agreement and any amendment(s) thereto as well as the restrictions indicated in the table above and, this section (together, the "License Restrictions") regarding the installation site, designated Operating System and License Metrics.

Application Restriction: Licensee's use of the Amendment Products is restricted to use with WolfPack, Integrow, and any preexisting applications.

Operating System: The Software set forth above is restricted to use on the designated operating system(s) specified above; provided, however, that if the specified operating system(s) is not identified in the Documentation for a specific product (or product component) as a supported operating system then the product (or product component) in question is restricted to use on the operating system(s) specified its Documentation. Provided Licensee is not in default under the Agreement and maintains Extended Support on the Software, Licensee may change the designated operating system, at no additional charge, upon advance written notice to Software AG.

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DocuSign Envelope ID: 17898674-415B-46F5-9B68-6938B9D3E630

Contacts and Addresses:

Shipping Address:		Billing Address:		Installation Address	
Contact: Mike Robeck		Contact: Rabia Azhar		Contact: *same as shipping*	
Title: Director of Enterprise Sys. Phone: 850.201.8546		Title: Assistant Controller Phone: 954.201.7507		Title: Phone:	
Email: robeckm@tcc.fl.edu		Email: razhar@broward.edu		Email:	
Street Address: 444 Appleyard		Street Address: 6400 N.W. 6th Way		Street Address:	
City: Tallahassee		City: Ft. Lauderdale		City:	
State: FL	Zip: 32304-2895	State: FL	Zip: 33309	State:	Zip:

Please return original contract to:
Contracts Administration
11700 Plaza America Drive
Suite 700, MS-7029
Reston, VA 20190
(F) 703.391.8325

AMENDMENT TO LICENSE AGREEMENT

Contract #: GDD6952
Sales Rep.: Knudsen
Customer #: 8102950
P.O. #:____

THIS AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made as of the 31st day of March, 2010 ("Effective Date"), by and between **Software AG USA, Inc.**, a Delaware corporation ("Software AG") (as the assignee of the interests of Software AG, Inc., a Virginia corporation), and **Broward College,** on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium ("FCCSC" or the "Consortium"). The community colleges comprising the Consortium are set forth in **Exhibit 1**. For purposes of this Amendment, (i) Broward College and FCCSC are collectively referred to as "Licensee," and (ii) each entity in FCCSC shall be referred to individually as a "School." This Amendment amends the *Software License and Technical Services Agreement, dated March 29, 2000* (the "Agreement"), between Software AG, Inc. and Licensee, and signed by and between Software AG, Inc. and Okaloosa Walton Community College. The parties amended the Agreement with the following contracts: Amendment 01, with an effective date of March 31, 2000 ("Amendment 01"); Amendment 02, with an effective date of January 1, 2001 ("Amendment 02"); Amendment 03, with an effective date of July 1, 2001 ("Amendment 03"); Amendment 04, with an effective date of June 28, 2002 ("Amendment 04"); and any subsequent amendments to the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling. The parties acknowledge and agree that an Order Form, in substantially the form of the document attached hereto as **Exhibit 2**, shall be prepared for each School and shall be made a part hereof by this reference. The terms and conditions herein, including those referenced, reflect the entire Amendment and no additional terms and conditions supplied by a purchase order from Licensee shall apply.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect of Prior Agreements(s); Term of this Amendment.** Except as otherwise provided herein, the term of this Amendment (the "Term") shall commence on the Effective Date and shall expire on **June 30, 2015**. Except as otherwise provided in the Agreement or this Amendment, at the expiration of the Term, the Licensee shall hold perpetual licenses for all of the Products set forth on **Exhibit 2**. This Amendment has payment terms that are in addition to the payment terms set forth in previous amendments to the Agreement; therefore, the payment terms in this Amendment do not supersede the payment terms in previous amendments.

2. **Addition of New Members to the Consortium.** In the event that the Consortium admits new members under this Amendment, the Licensee shall pay the following fees for each new member:

Product License for the product set listed on Exhibit 2*:	$389,265
Technical Services for the product set listed on Exhibit 2*:	$77,853 (per year)

* The Natural Product Set consists of the following: (i) the Natural Productivity Package (Professional Edition V2), and (ii) the Natural Productivity Pack Enterprise Edition. Also not included in the price above are the New webMethods Products (wM BPMS and JDBC Adapter) nor Natural for Eclipse (NFE), which are described in the Order Form for the Florida Community College Software Consortium (Exhibit 2). Licenses for the Natural Product Set and the New webMethods Products shall be priced separately for new members of the Consortium.

The fees above shall be in addition to any fees that are or may become due under a separate agreement not specifically superseded by this Amendment nor specifically incorporated into the terms and conditions herein. The Technical Services fees set forth in this Section 2 shall be effective for entities that join the Consortium on or before the end of the Term. After the expiration of the Term, pricing of Technical Services for new members shall be based on the list price set forth in the Consortium price card.

AGENDA ITEM VII-F

MAR 23 2010

ENCLOSURE 3

3. **Licenses and Technical Services.**

a. License Grant. Pursuant to this Amendment, Software AG grants to Licensee the New Open System Products, the Current Open System Products, the New webMethods Products, the New NPP Products, the Upgrade NPP Products, and the Current NPP Products, which are set forth in the documents attached hereto as **Exhibit 2** of this Agreement (collectively the "**Exhibit Products**"), with such perpetual licenses beginning on the Effective Date. With the exception of licenses for the Natural Productivity Package, the licenses for the New License Products is non-restricted, meaning that, there is no restriction on the number of servers or number of users of those licensed products. Licensee acknowledges and agrees that all of the software products licensed under this Amendment have been accepted by Licensee and installed on Licensee's computer systems.

b. Technical Services. Software AG shall provide Licensee **Product Support and Maintenance Services** (formerly known as Extended-Level Technical Services) (herein referred to as "Technical Services") for the Exhibit Products for the Term. All requests as they pertain to the Adabas SQL Gateway license (ACE) by any School for Technical Services must be routed through the FCCSC main office. Technical Services fees for any products licensed or upgraded outside the terms and conditions of this Amendment, or licensed subsequent to the execution of this Amendment, shall be considered outside of the scope of this Amendment and will be billed separately to the requesting School at Software AG's then-current rates.

c. New Products. In the event that Software AG grants Licensee a license for a new product (i.e., any product other than an Exhibit Product), Licensee shall have the right to use the new product on a trial basis for sixty (60) days. At Software AG's discretion, Licensee may be required to execute additional documentation in order to exercise the trial license.

4. **Payment.**

a. FCCSC, as one point of contact, through Broward College, the designated fiscal agent for FCCSC, shall make payment as coming from one source to Software AG totaling **Three Million Nine Hundred Forty Four Thousand Seven Hundred Seventy Two United States Dollars (US$3,944,772)** (the "Fee") in accordance with the payment schedule set forth below. FCCSC shall have the sole discretion to determine how fiscal responsibility for the Fee shall be allocated among the Schools.

Payment Due Date	Payment Amount
March 1, 2010	$657,462
August 1, 2010	$657,462
August 1, 2011	$657,462
August 1, 2012	$657,462
August 1, 2013	$657,462
August 1, 2014	$657,462

b. The parties to this Amendment acknowledge and agree that Licensee will promptly reimburse Software AG for taxes paid on Licensee's behalf to the appropriate state taxing authorities based upon Software AG's good faith interpretation of the relevant state sales and use tax regulations. If Software AG is required by the relevant taxing authority to remit the sales or use taxes at a date earlier than expected based upon Software AG's good faith interpretation, Licensee agrees to reimburse Software AG for such taxes at such time.

5. **Training Allowance.** Licensee shall have a one-time services allowance equal to Fifty (50) Learning Credits ("Allowance"). Twenty Five (25) ETS Learning Credits of the Allowance can be applied by Licensee toward ETS training, while the remaining Twenty Five (25) wM (webMethods) Learning Credits can be applied toward wM (webMethods) Training Credits.

AGENDA ITEM VII-F

MAR 23 2010

ENCLOSURE 3

Learning Credits Use:

Training Course	Learning Credits*
online training course	0.5 Learning Credit per student
public training course	1 Learning Credit per day per student
onsite training course	5 Learning Credits per day for up to 5 students
additional students for onsite training courses (up to a maximum of 12 students total per course)	0.5 Learning Credit per day per additional student

* Learning Credits are exclusive of expenses and may not be applied to any expenses incurred for onsite training courses. Expenses for webMethods onsite training courses include (i) a $1,500 (USD) software environment fee, which provides access to student lab environments, and (ii) travel and living expenses for the instructor, which are billed at cost.

Any services unused by Licensee as of March 31, 2011 ("Expiration Date") shall be forfeited. In the event of such forfeiture, no consideration, monetary or otherwise, shall be due to Licensee by Software AG. Licensee shall pay to Software AG fees for the value of services performed in excess of the Allowance. Upon performance by Software AG, the services provided hereunder shall be deemed accepted by Licensee. Software AG shall use reasonable commercial efforts to provide professional qualified consultants and perform the services specified by this Amendment and any applicable Order Form. Any deliverables resulting from Software AG's performance of such services shall be deemed delivered, developed or modified by Software AG for Licensee on an "AS IS" basis. THE FOREGOING WARRANTY IS SOFTWARE AG'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY RESULTING DELIVERABLES. SOFTWARE AG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE AG'S LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE PROVISION BY SOFTWARE AG OF SUCH SERVICES SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT OF THE SERVICES ALLOWANCE NOTED ABOVE.

6. **Services Allowance.** Licensee shall have a one-time services allowance equal to thirty (30) days ("Allowance"). The Allowance can be applied toward fees for services provided by an ETS Senior Consultant involving implementation and orientation, Software AG systems engineering, and professional services. (Travel and living expenses shall be billed separately and are not included in the calculation of the Allowance. If any School asks a Consultant to travel to a designated site, that School will reimburse Software AG for travel expenses incurred, as authorized by Florida statute, no later than thirty (30) days after Software AG remits to the School a written invoice with documentation supporting the expense reimbursement request. The School reserves the right to request a written advance estimate of the travel expenses. These Services shall be provided at times and locations mutually agreed upon by the parties. Any services unused by Licensee as of March 31, 2011 ("Expiration Date") shall be forfeited. In the event of such forfeiture, no consideration, monetary or otherwise, shall be due to Licensee by Software AG. Licensee shall pay to Software AG fees for the value of services performed in excess of the Allowance. Upon performance by Software AG, the services provided hereunder shall be deemed accepted by Licensee. Software AG shall use reasonable commercial efforts to provide professional qualified consultants and perform the services specified by this Amendment and any applicable Order Form. Any deliverables resulting from Software AG's performance of such services shall be deemed delivered, developed or modified by Software AG for Licensee on an "AS IS" basis. THE FOREGOING WARRANTY IS SOFTWARE AG'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY RESULTING DELIVERABLES. SOFTWARE AG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE AG'S LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE PROVISION BY SOFTWARE AG OF SUCH SERVICES SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT OF THE SERVICES ALLOWANCE NOTED ABOVE.

7. **Option to Purchase Additional Products.** During the Term of this Amendment, each School shall have the option to purchase licenses (and related Technical Services) for the following software products and at the following prices:

Product Code	Product Name	License Fee (Per School/Consortium Member)
WMPCP	wM BPMS — Production	$350,000
WMPCP	wM BPMS — Development	$175,000
JDB	JDBC Adapter — Production	$28,000
JDB	JDBC Adapter — Development	$14,000

Any licenses purchased pursuant to this option must include the purchase of related Annual Technical Services at the following prices:

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Product Code	Product Name	Annual Technical Service Fees (Per School/Consortium Member)
WMPCP	wM BPMS — Production	$70,000
WMPCP	wM BPMS — Development	$35,000
JDB	JDBC Adapter — Production	$5,600
JDB	JDBC Adapter — Development	$2,800

8. **Option of Florida Community College Software Consortium to Purchase Additional Products.** During the Term of this Amendment, FCCSC shall have the option to purchase additional licenses of the Natural Productivity Package — Professional Edition 2 (KPPV2) (and related Technical Services) at prices equal to a thirty percent (30%) discount off Software AG's then-current list price for both the applicable license fees and Technical Services. FCCSC shall have a right to allocate additional licenses of KPPV2 to other members of the Consortium in accordance with the terms and conditions of this Amendment.

9. **Platform Designations & Exchanges.** Each School must designate the platform to be shipped to it for initial operation of the Exhibit Products. During the Term of this Amendment, each School that has Exhibit Products on the Solaris platform shall have a one-time right to exchange such Exhibit Products for software on an available and supported Unix or Linux platform, provided that, (i) the School delivers to Software AG written notice of its request to exchange platforms, and (ii) the School discontinues use of the exchanged platform upon installing the new platform. Licensee and each School agree to execute and deliver to Software AG such additional documentation as Software AG requires to exchange the platforms. For purposes of this Amendment, an "available platform" is a platform for which Software AG provides customer support. Each School that performs a platform exchange under this Section shall have a sixty (60) day grace period to run the applicable Exhibit Products on parallel systems to ensure a smooth migration from one platform to another platform.

10. **Audit Rights.** Licensee will, within ten (10) working days from the date of its receipt of a written request from Software AG (provided that such requests may not be submitted by Software AG more than twice in any twelve (12) month period), confirm to Software AG in writing which Exhibit Products are installed on the designated CPU(s) at the installation site for the software, along with the details of the operating capacity thereof. This written confirmation shall include sufficient detail to enable Software AG to assess Licensee's compliance with the terms and conditions of this Amendment and the Agreement. Software AG, or at Software AG's discretion an independent consultant appointed by Software AG, shall have the right on giving reasonable notice to Licensee to enter into any premises where an installation site exists or any Exhibit Products are held and have access to the designated CPU(s) or other machines on which any of the Exhibit Products are installed for the purpose of auditing Licensee's use of the Exhibit Products in accordance with the terms of this Amendment and the Agreement. If Software AG chooses to exercise this right to appoint a consultant, Software AG shall pay the expenses for such consultant. If such consultant concludes, however, that Licensee's use of the Exhibit Products exceeds the license grant and terms and conditions herein, then Licensee shall be responsible to pay or reimburse Software AG for the expenses of such consultant. Software AG's right to access all information concerning the details of Licensee's use of the Exhibit Products shall in no way be understood as eliminating Licensee's responsibility to inform Software AG of any changes to Licensee's installation site, designated CPU, or the use of the Exhibit Products, especially where such changes exceed the scope of the license grant and terms and conditions of this Amendment or the Agreement. If it is determined that Licensee has exceeded the license grant and/or the terms and conditions of this Amendment or the Agreement governing Licensee's use of the Exhibit Products, then, immediately upon Software AG's request, the parties shall amend this Amendment to memorialize the Licensee's upgrade. The upgrade, and any relevant upgrade charges, shall apply from the point in time when Licensee first exceeded the license grant and terms and conditions of this Amendment or the Agreement.

11. **Authority.** Broward College warrants and represents that it has the authority to sign this Amendment, on its behalf, and on behalf of all entities that constitute the Licensee, and agrees to abide, and cause the Licensee to abide by all the terms and conditions of the Agreement.

12. **Fiscal Funding Provision.** Annually, at Licensee's fiscal year end, Licensee may cancel the remaining payments due hereunder if, (1) Licensee is unable to appropriate funding for the products and Technical Services provided hereunder; AND (2) Licensee is unable to appropriate funding for any products and/or Technical Services which will perform essentially the same functions or purposes as the products and Technical Services being provided hereunder. If, at any time, Licensee cancels the remaining payments due hereunder, all rights granted hereunder shall be terminated effective immediately upon such cancellation. Upon such termination, Licensee shall return to Software AG all products and related materials provided by Software AG. No Technical Services shall be provided to Licensee by Software AG after the effective date of any such termination.

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13. **Copyright Indemnification.** Software AG shall hold harmless and defend Licensee against any and all suits based on any claim that the use by Licensee of the deliverables provided under this Amendment by Software AG infringes on any United States patent right or copyright, provided Software AG is promptly notified in writing of any such suit or claim against Licensee, and further provided that Licensee permits Software AG to defend, compromise or settle the same, and gives Software AG all available information, reasonable assistance, and authority to enable Software AG to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the deliverables by Licensee; (ii) any use of the deliverables which is not authorized herein; or (iii) use of the deliverables with any computer hardware or software not supplied or approved by Software AG. This provision sets forth Software AG's sole obligation and liability and Licensee's exclusive remedy for any proprietary rights infringement by the deliverables.

14. **Governing Law.** This Amendment shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Amendment and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit Court of Broward County, Florida.

15. **Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

16. **Incorporation of Amendment.** Except as modified herein, all other terms and provisions of the Agreement shall remain in full force and effect as if this Amendment had been incorporated in the Agreement as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below but effective as of the Effective Date.

Broward College

By: J. Dill Armstrong

Name: J. David Armstrong Jr.

Title: President

Date: 3/24/10

Software AG USA, Inc.

By: W. Stanford Smith

Name: W. Stanford Smith

Officer Title: Senior Vice President

Date: 3/2/2010

APPROVED AS TO FORM
AND LEGALITY:

KEVIN FERNANDER
COLLEGE ATTORNEY

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ENCLOSURE D-3

SOFTWARE AG
THE XML COMPANY

AMENDMENT TO LICENSE AGREEMENT

Sales Rep: McDonald
Licensee CIDB No.: _____
P.O. #: _____

THIS AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made as of the 30th day of October, 2004 ("Effective Date"), by and between **Software AG, Inc.** ("Software AG") (previously SAGA SOFTWARE, Inc.) and **Broward Community College,** on behalf of the community colleges comprising the Florida Community College Software Consortium ("FCCSC" or the "Consortium"). The community colleges comprising the Consortium are set forth in **Exhibit 1**. For purposes of this Amendment, (i) Broward Community College and FCCSC are collectively referred to as "Licensee," and (ii) each entity in FCCSC shall be referred to individually as a "School." This Amendment amends the Software License and Technical Services Agreement between Software AG and Licensee, signed by and between Software AG and Okaloosa Walton Community College, dated as of March 29, 2000 (the "Agreement") (as amended by Amendment 01 with an effective date of March 31, 2000 ("Amendment 01"), Amendment 02 with an effective date of January 1, 2001 ("Amendment 02"), Amendment 03 with an effective date of July 1, 2001 ("Amendment 03"), Amendment 04 with an effective date of June 28, 2002 ("Amendment 04"), and any subsequent amendments to the Agreement). Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling. The parties acknowledge and agree that an Order Form, in substantially the form of the document attached hereto as **Exhibit 2**, shall be prepared for each School and shall be made a part hereof by this reference. The terms and conditions herein, including those referenced, reflect the entire Amendment and no additional terms and conditions supplied by a purchase order from Licensee shall apply.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Software AG and Licensee agree as follows:

1. **Effect of Prior Agreements(s); Term of this Amendment.** Except as otherwise provided herein, the term of this Amendment (the "Term") shall commence on the Effective Date and shall expire on June 30, 2008. Except as otherwise provided in the Agreement or this Amendment, at the expiration of the Term, the Licensee shall hold perpetual licenses for all of the Products set forth on **Exhibit 2**. This Amendment has payment terms that are in addition to the payment terms set forth in previous amendments to the Agreement; therefore, the payment terms in this Amendment do not supersede the payment terms in previous amendments.

2. **Additions to the Consortium.**

a. Polk Community College. The Consortium does hereby represent and warrant to Software AG that its members have accepted, as of the Effective Date, Polk Community College as a member of the Consortium, and Software AG has no objection to the same. The parties to this Amendment agree to amend Paragraph 2(d.) of the License Agreement to insert Polk Community College as a member of the Initial School Base, as defined in the Agreement.

b. Addition of New Members. In the event that the Consortium admits new members under this Amendment, the Licensee shall pay the following fees for each new member:

Product License for the product set listed on Exhibit 2 (excluding the Natural Product Set)*:	$260,585
Technical Services for the product set listed on Exhibit 2:	$52,117 (per year)

* The Natural Product Set consists of the following: (i) the Natural Productivity Pack Standard Edition, and (ii) the Natural Productivity Pack Enterprise Edition. The Natural Product Set shall be priced separately for new members.

The fees above shall be in addition to any fees that are or may become due under separate agreement not specifically superseded by this Amendment nor specifically incorporated into the terms and conditions herein. The Technical Services fees set forth in this Section 2(b) shall be effective for entities that join the Consortium on or before the end of the Term. After the expiration of the Term, pricing of Technical Services for new members shall be based on the list price set forth in the Consortium price card.

3. **Licenses and Technical Services.**

a. License Grant. Pursuant to this Amendment, Software AG grants to Licensee the New License Products set forth on the **Exhibit 2**, attached hereto (collectively the **"Exhibit Products"**) with such perpetual licenses beginning on the Effective Date. With the exception of licenses for the Natural Productivity Package, the licenses for the New License Products are restricted to the following applications: Wolf pack, Integrow (including any application, whether currently existing or developed in the future, that integrates with the Integrow application), and any Pre-existing Application. The New License Products are not defined by number of servers or number of users of those licensed products. For purposes of this Amendment, a "Pre-existing Application" is an application that (i) had been made available to the general public by Licensee or a third party before the Effective Date, and (ii) contains one or more of the New License Products.

b. Technical Services. Software AG shall provide Licensee **Extended-Level** Technical Services for the Exhibit Products for the Term. Each School shall have an option to extend its right to receive Technical Services for three (3) consecutive one-year periods after the expiration of the Term, provided that (i) Licensee delivers to Software AG, at least ninety (90) days before the expiration of the Term, a list of the Schools that intend to extend Technical Services, and (ii) Licensee pays to Software AG, within thirty (30) days of delivering written notice to Software AG, the amount of Fifty-two Thousand One Hundred Seventeen United States Dollars (US $52,117) for each School extending Technical Services. For purposes of billing for Technical Services, FCCSC shall constitute an additional School. Technical Services fees for any products licensed or upgraded outside the terms and conditions of this Amendment, or licensed subsequent to the execution of this Amendment, shall be considered outside of the scope of this Amendment and will be billed separately at Software AG's then-current rates. Except for the first year option to extend Technical Services, no option may be exercised unless the previous option has been duly exercised.

c. Technical Services for the products listed in Exhibit 2 for Florida Community College at Jacksonville defined as existing products will be provided Extended Level Technical Services as of July 1, 2004 through the Term.

d. In the event that Software AG grants Licensee a license for a new product (i.e., any product other than an Exhibit Product), Licensee shall have the right to use the new product on a trial basis for sixty (60) days. At Software AG's discretion, Licensee may be required to execute additional documentation in order to exercise the trial license.

4. **Payment.** FCCSC, as one point of contact, through Broward Community College, the designated fiscal agent for FCCSC, shall make payment as coming from one source to Software AG totaling **One Million Seven Hundred Ninety Three Thousand One Hundred Seventy Two United States Dollars (US $1,793,172)** (the "Fee") in accordance with the payment schedule set forth below. FCCSC shall have the sole discretion to determine how fiscal responsibility for the Fee shall be allocated among the Schools.

Payment Due Date	Payment Amount
Upon Execution	$200,000
July 1, 2005	$200,000
July 1, 2006	$453,117
July 1, 2007	$940,055

5. **Services Allowance.** Licensee shall have a one-time services allowance equal to fifty (50) days ("Allowance"), to be applied by Licensee toward fees for Services involving implementation and orientation, Software AG systems engineering, professional services, and/or education and training. These Services shall be provided at times and locations mutually agreed upon by the parties. Any Services unused by Licensee as of June 30, 2008 ("Expiration Date") shall be forfeited. In the event of such forfeiture, no consideration, monetary or otherwise, shall be due to Licensee by Software AG. Licensee shall pay to Software AG fees for the value of Services performed in excess of the Allowance. Upon performance by Software AG, the Services provided hereunder shall be deemed accepted by Licensee. Software AG shall use reasonable commercial efforts to provide professional qualified consultants and perform the Services specified by this Amendment and any applicable Order Form. Any deliverables resulting from Software AG's performance of such Services shall be deemed delivered, developed or modified by Software AG for Licensee on an "AS IS" basis. THE FOREGOING WARRANTY IS SOFTWARE AG'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY RESULTING DELIVERABLES. SOFTWARE AG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE AG'S LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF

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OR RELATING TO THE PROVISION BY SOFTWARE AG OF SUCH SERVICES SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT OF THE SERVICES ALLOWANCE NOTED ABOVE.

6. **Platform Designations & Exchanges.** Each School must designate the platform to be shipped to it for initial operation of the Products. During the Term of this Amendment, each School shall have the right to exchange one of the available Unix or Linux platforms for another available Unix or Linux platform, provided that, (i) the School delivers to Software AG written notice of its request to exchange platforms, and (ii) the School discontinues use of the exchanged platform upon installing the new platform. Licensee and/or each School agrees to execute and deliver to Software AG such additional documentation as Software AG requires to exchange the platforms. For purposes of this Amendment, an "available platform" is a platform for which Software AG provides customer support. Each School will have a sixty (60) day grace period to run the Products on parallel systems to ensure a smooth migration from one platform to another platform.

7. **Authority.** Broward Community College warrants and represents that it has the authority to sign this Amendment, on its behalf, and on behalf of all entities that constitute the Licensee, and agrees to abide, and cause the Licensee to abide by all the terms and conditions of the Agreement.

8. **Fiscal Funding Provision.** Annually, at Licensee's fiscal year end, Licensee may cancel the remaining payments due hereunder if, (1) Licensee is unable to appropriate funding for the Products and Technical Services provided hereunder; AND (2) Licensee is unable to appropriate funding for any Products and/or Technical Services which will perform essentially the same functions or purposes as the Products and Technical Services being provided hereunder. If, at any time, Licensee cancels the remaining payments due hereunder, all rights granted hereunder shall be terminated effective immediately upon such cancellation. Upon such termination, Licensee shall return to Software AG all Products and related materials provided by Software AG. No Technical Services shall be provided to Licensee by Software AG after the effective date of any such termination.

9. **Incorporation of Amendment.** Except as modified herein, all other terms and provisions of the Agreement shall remain in full force and effect as if this Amendment had been incorporated in the Agreement as originally executed.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below but effective as of the Effective Date.

Broward Community College

By: _____

Name: _____

Title: President

Date: 11/24/04

Software AG, Inc

By: _____

Name: Scott Pence

Officer Title: Sr. Director of Finance & Accounting

Date: 11/2/04

APPROVED AS TO FORM AND LEGALITY:

JOHN LATONA
COLLEGE ATTORNEY

APPROVED LEGAL DEPT.

SOFTWARE AG

Amendment 03

This Amendment 03 ("Amendment") is made retroactively effective to July 1, 2001 ("Effective Date"), between Software AG, Inc. ("SAG") (formerly known as SAGA SOFTWARE, Inc.), and Okaloosa Walton Community College, on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium (collectively referred to as the "Consortium"). This Amendment amends the Software License and Technical Services Agreement (as amended by Amendment 01 with an effective date of March 31, 2000 ("Amendment 01"), and Amendment 02 with an effective date of January 1, 2001 ("Amendment 02")), executed by SAG and the Okaloosa Walton Community College, acting on its behalf and on behalf of the Consortium, on or about March 29, 2000 ("License Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the License Agreement. In the event of a conflict between the terms of this Amendment and the License Agreement, the terms of this Amendment shall be controlling.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SAG and Licensee agree as follows:

1. **Term.** The term ("Term") of this Amendment shall begin retroactively to July 1, 2001 and shall end on December 31, 2006.

2. **Definitions.** Paragraph 2 of the License Agreement (as amended by Amendment 01) shall be amended to read as follows:

   "FTE(s)-- Student Unweighted Full-Time Equivalent Enrollment for a given School year as published by the Florida Community College System (or the equivalent for non-Florida schools) and provided to SAGA, and as auditable by SAGA."

3. Mainframe Licenses. Paragraphs 4 (b) and 7 of the License agreement (as amended by Amendment 01) shall be amended as follows: all references to "57,095 FTEs" shall be changed to "62,895 FTEs".

4. **Upgrade.** The Consortium members set forth below are exchanging their licenses for the right to use Entire Broker ("ETB") subject to the restrictions in the License Agreement ("ETB Licenses"), for licenses for the right to use the Products and as specified on the attached Product and Services Order Forms (Exhibits 1, 2, 3, 4, 5 and 6) ("Order Form"). Licenses for the right to use the Order Form Products shall be treated as mainframe licenses under Section 4 of the License Agreement and are subject to the restrictions specified in the License Agreement, Exhibit 1, Amendment 01 and Amendment 02 as applicable. Upon the Effective Date all rights to the ETB Licenses shall be terminated and the Consortium shall ensure that the appropriate Consortium Members shall de-install and return to Software AG ETB, along with any related documentation.

Consortium Member
Broward Community College
Tallahassee Community College
Florida Community College at Jacksonville
Indian River Community College
Okaloosa Walton Community College
Mercer County Community College

5. **Payment Terms.** Paragraph 3 of the License Agreement (as amended by Amendment 02) shall be amended to read as follows:

"The Consortium, as one point of contact, through Okaloosa Walton Community College, the designated fiscal agent for the Consortium, shall make payment as coming from one source to SAG totaling Four Million Nine Hundred Fiftenn Thousand Six Hundred Sixty-seven United States Dollars (USD $4,915,667) for the Product licenses and services to be provided hereunder and as detailed in this Agreement and on the attached Exhibits. Payment shall be made pursuant to the following installment schedule:

Due Date	*Payment*
*Upon Execution**	*$ 59,122.00*
July 1, 2002	*$1,076,767.00*
July 1, 2003	*$1,078,608.00*
July 1, 2004	*$1,079,614.00*
July 1, 2005	*$1,080,669.00*
July 1, 2006	*$ 540,887.00*

(of this Amendment)*

The fees above shall be in addition to any fees that are or may become due under separate agreement not specifically superseded by this Agreement nor specifically incorporated into the terms and conditions herein. The fees associated with Software AG invoices #237004 in the amount of $41,538.00, #237000 in the amount of $40,689.00, and # 236195 in the amount of $1,016,961.00 are in addition to those set forth above.

6. **Conflict.** In the event of a conflict between the terms of this Amendment and Amendment 01 and/or Amendment 02, this Amendment shall prevail.

7. **Miscellaneous.** Except as modified herein, all other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below but effective as of the Effective Date.

Software AG, Inc.

By: M C Lee

Name: M. C. Lee
Chief Financial Officer

Title: _____

Date: _____

Okaloosa Walton Community College on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium

By: _____

Name: James R. Richburg

Title: President

Date: 9/20/01

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SOFTWARE AG

Amendment 02

This Amendment 02 ("Amendment") is made retroactively to January 1, 2001 ("Effective Date"), between Software AG, Inc. ("SAG") (formerly known as SAGA SOFTWARE, Inc.), and Okaloosa Walton Community College, on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium (collectively referred to as the "Consortium"). This Amendment amends the Software License and Technical Services Agreement (as amended by Amendment 01 signed by SAG and the Consortium with an effective date of March 31, 2000 ("Amendment 01")), executed by SAG and the Okaloosa Walton Community College, acting on its behalf and on behalf of the Consortium, on or about March 29, 2000 ("License Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the License Agreement. In the event of a conflict between the terms of this Amendment and the License Agreement, the terms of this Amendment shall be controlling.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SAG and Licensee agree as follows:

1. **Term.** The term ("Term") of this Amendment shall begin retroactively on January 1, 2001 and shall end on December 31, 2006.

2. **Consortium.** The Consortium does hereby represent and warrant to SAG that its members have accepted as of January 1, 2001, Mercer County Community College located at 1200 Old Trenton Road, Trenton, NJ 08690, as a member of the Consortium, and SAG has no objection to the same.

3. **Definition.** Paragraph 2(b) of the License Agreement shall be amended to read as follows:

   "2. (b) School(s)__ Florida Community Colleges and other colleges (authorized by SAG), for which the Consortium has the authority to, and does hereby, legally obligate in all matters of this Agreement."

4. **Definition.** Paragraph 2(d.) of the License Agreement shall be amended to include: *"Mercer County Community College".*

5. **Payment Terms.** Paragraph 3 of the License Agreement shall be amended to read as follows:

   "The Consortium, as one point of contact, through Okaloosa Walton Community College, the designated fiscal agent for the Consortium, shall make payment as coming from one source to SAG totaling Five Million Eight Hundred Sixty Two Thousand Four Hundred Thirty Two United States Dollars (USD $5,862,432.00) for the Product licenses and services to be provided hereunder and as detailed in this Agreement and on the attached Exhibits. Payment shall be made pursuant to the following installment schedule:

Due Date	*Payment*
*Upon Execution**	*$ 40,689.00*
July 1, 2001	*$1,058,499.00*
July 1, 2002	*$1,058,499.00*
July 1, 2003	*$1,058,499.00*
July 1, 2004	*$1,058,499.00*
July 1, 2005	*$1,058,499.00*
July 1, 2006	*$ 529,248.00*
	$5,862,432.00

(of this Amendment)*

The fees above shall be in addition to any fees that are or may become due under separate agreement not specifically superseded by this Agreement nor specifically incorporated into the terms and conditions herein.

(Note: The $1,525,442.00 in fees previously paid by the Consortium to SAG under the License Agreement as originally executed and Amendment 01 are not affected by this Amendment and the Consortium is not entitled to any refund or credit for the same. The parties recognize that the total amount due SAG by the Consortium under the License Agreement, as amended by Amendment 01 and this Amendment equals $7,387,874.00 (i.e. $5,862,432.00 + $1,525,442.00).)

6. **Licenses.** SAG does hereby grant to the Consortium licenses for the right to use the Products as set forth on the attached Product and Services Order, attached hereto and incorporated herein by reference as Exhibit 1. Such licenses shall be treated as mainframe licenses under Section 4 of the License Agreement and are subject to the restrictions specified in the License Agreement, Exhibit 1, and Amendment 01 as applicable.

7. **Conflict.** In the event of a conflict between the terms of this Amendment and Amendment 01, this Amendment shall prevail.

8. **Miscellaneous.** Except as modified herein, all other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment on the dates indicated below but effective as of the Effective Date.

Software AG, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Okaloosa Walton Community College on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium

By: _____

Name: James R. Richburg

Title: President

Date: June 12, 2001

AMENDMENT 01

This Amendment ("Amendment 01") is issued between SAGA SOFTWARE, Inc. ("SAGA"), a Virginia corporation with its principal office at 11190 Sunrise Valley Drive, Reston, Virginia 20191-5424, and **Okaloosa Walton Community College, on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium, which are collectively referred to as the Consortium** ("Customer") with offices at 718 N. Federal Highway Ft Lauderdale, FL 33304. This Amendment 01 modifies the terms and conditions, as set forth below, of the Software License and Technical Services Agreement ("Agreement") signed by and between SAGA and Customer, effective March 31, 2000. In legal consideration by and between the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the underlying Agreement as follows:

1. **Section 3 Payment Terms** is replaced to read as follows:

   The Consortium, as one point of contact, through Okaloosa Walton Community College, the designated fiscal agent for the Consortium, shall make payment as coming from one source to SAGA totaling Seven Million One Hundred Eighteen Thousand Seven Hundred Twenty-eight US Dollars (US $7,118,728) for the Product licenses and services to be provided hereunder and as detailed in this Agreement and on the attached Exhibits. Payment shall be made pursuant to the following installment schedule:

Due Date	Payment
Payment 1: Upon Execution	$508,481
Payment 2: July 1, 2000	$1,016,961
Payment 3: July 1, 2001	$1,016,961
Payment 4: July 1, 2002	$1,016,961
Payment 5: July 1, 2003	$1,016,961
Payment 6: July 1, 2004	$1,016,961
Payment 7: July 1, 2005	$1,016,961
Payment 8: July 1, 2006	$508,481

   The fees above shall be in addition to any fees which are or may become due under separate agreements not specifically superseded by this Agreement nor specifically incorporated into the terms and conditions herein.

2. In further consideration for payment of the increased fees outlined above, SAGA hereby grants to the Customer new Product licenses for the Products as set forth on the attached Product and Services Orders (PSO)(Exhibits 1, 2 and 3). The mainframe licenses granted hereunder shall be provided by SAGA per the terms of the Agreement; shall be similarly treated as the mainframe licenses under **Section 4. Mainframe Licenses** of the Agreement, including its effective term; and are licensed within the restrictions as stated per the respective PSO and the underlying Agreement. Use of these Products shall be subject to the terms and conditions set forth in the Agreement, this Amendment 01, as well as the attached Exhibit, as applicable.

3. Technical Services Fees for the Products listed on the attached Exhibits 1, 2 and 3 are incorporated into the payments above and Extended level Technical Services for those Products shall be provided by SAGA per the terms of the Agreement, including **Section 8. Technical Services** and its effective term. Technical Services Fees for any Products licensed or upgraded outside of the terms and conditions of this Amendment 01, or licensed subsequent to the signing of this Amendment 01 shall be considered outside of the scope of this Amendment 01 and will be billed separately at SAGA's then-current rates.

4. SAGA shall provide Customer with Thirty (30) days of on-site System Engineer Services at no additional charge to be utilized as follows—

On-Site Location at following Community Colleges	Number of Days to be Provided
Florida Community College at Jacksonville	Ten (10) Days
Indian River Community College	Ten (10) Days
Miami Dade Community College	Ten (10) Days

All System Engineer Services to be provided hereunder shall be performed on a strict Time and Materials basis. SAGA makes no warranties whatsoever, express or implied, regarding any deliverable or expected outcome hereunder. In no event shall SAGA's total liability arising out of the performance of services hereunder exceed a cumulative total of Two Thousand United States Dollars ($2,000) per work day provided hereunder. These Services must be utilized by no later than December 31, 2002, else the Services not utilized by Customer as of the expiration shall be forfeited. In the event of such forfeiture, no consideration, monetary or otherwise, shall be due to Customer

5. This Amendment 01 is hereby effective March 31, 2000.

6. Additional changes to the Agreement are effective only upon a written and mutually exercised subsequent Amendment 01.

7. In the event of a conflict between the Terms and Conditions of the Agreement and this Amendment 01, the Amendment 01 shall prevail over the applicable terms in the Agreement in regard to this Amendment 01 only.

8. By executing below, the parties are incorporating this Amendment 01 into the Agreement.

9. All other terms and conditions of the underlying Agreement shall remain in full force and effect.

For:	**Okaloosa Walton Community College, on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium**	For:	**SAGA SOFTWARE, Inc.**
By:		By:	
Name:	James R. Richburg	Name:	DALE E. WILLIAMS
Title:	President	Title:	Chief Financial Offi-
Date:	March 29, 2000	Date:	MAR 31

APPROVED AS TO LEGAL DEPT. 3/30/00

Licensee CIDB No.: 102952

SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT

This Software License and Technical Services Agreement (this "Agreement") is made as of this 29 day of March 2000 (the "Effective Date"), by and between SAGA SOFTWARE, Inc. (formerly known as Software AG Americas, Inc.) ("SAGA"), with its principal office located at 11190 Sunrise Valley Drive, Reston, Virginia 20191-5424, and Okaloosa Walton Community College, on its behalf and on behalf of the community colleges comprising the Florida Community College Software Consortium, which are collectively referred to as the Consortium ("Consortium"), with offices located at 100 College Boulevard, Niceville, FL 32578.

In consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Standard Terms and Conditions. The terms of Exhibit A "Standard Software License and Technical Services Agreement Terms" are hereby incorporated by reference, with the Consortium being the "Licensee" as used therein, except to the extent modified and amended by the terms below. All terms below shall be in effect from March 31, 2000 through December 31, 2006.

2. Definitions. The following terms are defined as used in this Agreement.

a. FTE(s)-- Student Unweighted Full-Time Equivalent Enrollment for a given School year as published by the Florida Community College System and provided to SAGA, and as auditable by SAGA.

b. School(s)-- Florida Community Colleges for which the Consortium has the authority to, and does hereby, legally obligate in all matters of this Agreement.

c. School Base-- A group comprised of the Initial School Base and those Schools which may be added later to the School Base by mutual written agreement with SAGA.

d. Initial School Base. A group consisting of solely the following Schools which comprise the current Consortium :

Broward Community College
Indian River Community College
Miami Dade Community College
Palm Beach Community College
Florida Community College at Jacksonville
Tallahassee Community College

3. Payment Terms. The Consortium, as one point of contact, through Okaloosa Walton Community College, the designated fiscal agent for the Consortium, shall make payment as coming from one source to SAGA totaling Six Million Six Hundred Eighty Nine Thousand Eight Hundred Thirty Two US Dollars (US $6,689,832) for the Product licenses and services to be provided hereunder and as detailed in this Agreement and on the attached Exhibits. Payment shall be made pursuant to the following installment schedule:

Due Date	Payment
Upon Execution	$477,845
July 1, 2000	$955,691
July 1, 2001	$955,691
July 1, 2002	$955,690
July 1, 2003	$955,690
July 1, 2004	$955,690
July 1, 2005	$955,690
July 1, 2006	$477,845

The fees above shall be in addition to any fees which are or may become due under separate agreements not specifically superseded by this Agreement nor specifically incorporated into the terms and conditions herein.

4. Mainframe Licenses.

a. FTE replaces MSU and Group Level. The SAGA mainframe licensing metric for the School Base shall hereafter be based on FTEs instead of MSUs or Group Levels. License fees and Technical Service fees will be expressed as dollars per FTE instead of dollars per MSU or Group Level Pricing. Thus, the School Base may run their SAGA mainframe software on CPUs or LPARs, so long as running OS-390 or VSE/ESA only, with no limitations on the number of MSUs or Group Level and thus with no MSU-based or Group Level-based upgrade fees applicable during the term of this Agreement.

b. School Base Conversion. The Initial School Base's current, SAGA mainframe licenses that are based on MSUs or Group Level are hereby converted to licenses that have no MSU or Group Level limitation but that instead have an FTE service limitation across the School Base of 40,905 FTEs for OS/390 and 57,095 FTEs for VSE/ESA. Other Schools that are added to the School Base that have SAGA mainframe licenses at the time of being added shall likewise have such licenses similarly converted and covered by the FTE service limitation. As the FTEs increase each year for the School Base above 40,905 FTEs for OS/390 and 57,095 FTEs for VSE/ESA, additional fees shall be due to SAGA for each additional FTE as described below. However, in no event shall a decline in FTEs for

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OS/390 or VSE/ESA across the School Base be used for fee calculation purposes.

c. Prices. (1). The price per FTE for mainframe licenses and technical services shall be fixed for the initial period (March 31, 2000 through December 31, 2002) at the following rates –

Fixed Rate Per FTE (March 31, 2000 – December 31, 2002)	VSE Rate per FTE		MVS/OS-390 per FTE	
	Product License	Tech. Serv. per Month	Product License	Tech. Serv. per Month
Core Products	$34.93	$.52	$59.38	$.88
Other Mainframe Products	See SAGA Product Price Card based on FTEs			

and shall be fixed for the last period (January 1, 2003 through December 31, 2006) at the following rates —

Fixed Rate Per FTE (January 1, 2003 – December 31, 2006)	VSE Rate per FTE		MVS/OS-390 per FTE	
	Product License	Tech. Serv. per Month	Product License	Tech. Serv. per Month
Core Products	$40.17	$.60	$68.29	$1.01
Other Mainframe Products	See SAGA Product Price Card based on FTEs			

SAGA will offer other SAGA mainframe products by providing a product price card showing dollars per FTE.

d. Upgrade to EntireX Option. The School Base shall have the option for its VSE-version Schools to upgrade to EntireX (from Entire Broker), when and if it is released, at a thirty percent (30%) discount from the then-current list price.

5. Sagavista.

a. License. SAGA agrees to provide, pending a mutually executed Sagavista Order Form, the School Base, acting through Okaloosa Walton Community College, one (1) perpetual license for each of the following products –

Sagavista Integration Server – NT Platform
Sagavista RDBMS Adapter – NT Platform
Sagavista EntireX Adapter – NT Platform

Each said license shall be restricted to the collective, internal operations of the Consortium as such and may not be used by the individual Schools for each of their own internal operations. The Technical Services of said licenses for the term of this Agreement are covered in the payments of this Agreement.

b. Showcase Account. In addition, the Consortium agrees for no compensation to serve as a reference for SAGA regarding Sagavista per the following terms—

The Consortium agrees to act as a "Showcase Account" on behalf of SAGA. As such, the Consortium agrees to perform the following, as may reasonably be requested by SAGA—

1. Allow SAGA to use the Consortium's name and logo in its marketing and presentation materials;
2. Cooperate with SAGA in the production of written and oral testimonials and written case studies regarding the Consortium's use of SAGA Products;
3. Act as a positive reference to current and prospective SAGA clients and customers; and
4. Actively participate in a minimum total of eight (8) of the following SAGA marketing efforts and campaigns:
    a. Trade show presentations
    b. Speaking engagements
    c. Host site visits for current and prospective SAGA clients

6. Workstation Licenses—Discount Option. While the FTE pricing applies to only mainframe products, SAGA provides the option to the School Base of a thirty percent (30%) discount off of the then-current SAGA workstation products prices.

7. Core Product Licenses for Initial School Base. SAGA agrees to provide, pending a mutually executed applicable SAGA Product and Services Order, the Initial School Base a perpetual license for the following standard suite of products (hereinafter referred to as "Core Products") –

ADABAS HD
ADABAS ONLINE SYSTEMS
NATURAL CONSTRUCT
ENTIRE X Message Broker (OS/390, MVS/ESA Platform)
ENTIRE Broker SDK (VSE/ESA)
ENTIRE Broker (VSE/ESA)
NATURAL Advanced Facilities
NATURAL-ADABAS
NATURAL Security
NATURAL (ENTIRE) Connection Mainframe
PREDICT Application Control
PREDICT
ENTIRE Network (incl. VTAM, IUCV, & TCP/IP)
ENTIRE System Server

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Workstation
Entire Connection (10 concurrent users per school = 70 Concur Users) – WIN NT Platform
Entire Net-work (5 concurrent users per school = 35 Concur Users) – WIN NT/Unix Platform

The Core Product mainframe licenses are provided under the FTE, unlimited-MSU/Group Level licensing. Any increase above 40,905 FTEs for OS/390 or 57,095 FTEs for VSE/ESA or change in operating system platforms for the Core Product mainframe licenses will result in additional fees. An increase of users or change in operating system platform for the Core Product workstation licenses will result in additional fees. The Technical Services for the Initial School Base for the Core Product licenses for the term of this Agreement are included in the payments of this Agreement. Schools that are added to the School Base may opt to license the Core Products pending a mutually executed applicable SAGA Product and Services Order by paying SAGA the licensing and Technical Service FTE rates established in **SubSection 4.c. Prices** above for mainframe licenses; and in the case of workstation licenses, at the then current SAGA list prices, less the applicable discounts listed in **Section 6** above.

8. Technical Services. The School Base shall maintain Technical Services through SAGA on all products covered by this Agreement including future purchases for the duration of the term.

a. Initial School Base. The payments under this Agreement include Technical Services for the Initial School Base for all SAGA products held by the Initial School Base as of March 1, 2000 and for the Core Products to be licensed hereunder by the Initial School Base. Technical Services for any future purchases will be based on pricing found on the Price Card.

b. Additional Schools in School Base. Additional Schools to the School Base that want to license from SAGA the Core Products must contract through the Consortium Technical Services from SAGA with such services priced as described in **SubSection 4.c. Prices** above for mainframe licenses; and in the case of workstation licenses, at the then current SAGA list prices, less the applicable discounts listed in **Section 6** above. Those additional Schools that want to license other products from SAGA must contract through the Consortium Technical Services with SAGA with such pricing found on the Price Card which in the case of mainframe licenses will be based on FTEs.

c. FTE-Pricing. Technical Services for the mainframe products will be covered under the FTE-pricing so long as the licenses are operated on OS-390 and VSE/ESA platforms.

d. Rights. SAGA holds the rights necessary to provide the referenced Technical Services for period of this Agreement.

9. Operating System Platform Change.

a. Lock-in Discounted Fee Option. Notwithstanding other subsections of this Section, SAGA grants the Consortium the option for the following VSE platform schools to be licensed for a platform change to OS-390 for all of the SAGA mainframe licenses they held as of March 1, 2000 at the following lock-in Product License discounted fees:

Florida Community College at Jacksonville	$374,978
Broward Community College	$397,881
Indian River Community College	$290,840
Okaloosa Walton Community College	$116,865
Tallahassee Community College	$185,441

This Subsection does not apply to SAGA mainframe products licensed after March 31, 2000. If this Lock-in Discounted Fee Option is exercised by a binding agreement received by SAGA prior to September 1, 2000, then such lock-in discounted fee option exercised may be paid by the Consortium by dividing the applicable fee into seven (7) equal installments instead of by one (1) lump sum payment.

b. Standard Fee Calculus. At the time of a platform change at a School within the School Base, the Consortium shall pay to SAGA the FTE incremental Technical Services fees between the VSE/ESA and OS/390 rates for the product set at the time of the platform change through December 31, 2006. The number of FTEs will be based on the year the platform change occurs.

Example (Platform change occurs on or prior to December 31, 2002):

	Technical Services		
	VSE Rate	MVS/OS390	Delta
FTE Core Products	.52	.88	.36

Florida Community College at Jacksonville

17,465(# FTE) x .36 = $6,287.40/mo x 12 mos. = $75,448.80/year 1 additional Technical Service Fees

Example (Platform change occurs on or after January 1, 2003):

	Technical Services		
	VSE Rate	MVS/OS390	Delta
FTE Core Products	.60	1.01	.41

Florida Community College at Jacksonville

18,341(# FTE) x .41 = $7,519.81/mo x 12 mos. = $90,237.72/year 1 additional Technical Service Fees

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10. Multi-Year Agreements. The School Base agrees that the following, previous multi-year agreements between the individual Schools in the School Base and SAGA are hereby superseded by this Agreement--

(a). Broward Community College.
Addendum executed December 18, 1995.

(b). Indian River Community College.
Addendum executed September 27, 1995.

(c). Okaloosa Walton Community College.
Three years of Technical Services for the period from June 1998 through May 2001 per SAGA Invoice 204854 dated April 22, 1998.

(d). Palm Beach Community College.
Enterprise License Agreement executed October 29, 1997.

(e). Florida Community College Consortium.
November 1997 Memo of Understanding.

However, the Sagavista agreements between Miami-Dade Community College and SAGA are not affected by this Agreement.

11. End of Term. At the end of this Eighty-one (81) Month agreement the Consortium shall have all options listed above expire and shall have the sole, remaining option to continue with the FTE-based licensing and pricing else to convert to the MSU-based metric licensing and pricing. If the Consortium does not affirmatively choose the FTE Continuation Option and unequivocally communicate such in writing to SAGA by no later than October 31, 2006, then the MSU Conversion Default Option shall be deemed to have been chosen.

a. MSU Conversion Default Option. If the MSU option is chosen or is defaulted to, then the Consortium shall be licensed under the terms of Exhibit A "Standard Software License and Technical Services Agreement Terms" at each of the Schools within the School Base for the higher of 211 MSUs or whatever MSU or MSU-equivalent capacity was installed at that time for each of the Schools in the School Base.

b. FTE Continuation Option. If the FTE option is chosen, then on-going Technical Services shall be calculated on the actual FTE of each individual School within the School Base at that time.

(1). License Fee. The FTE Product License Fee on the new SAGA Product Price Card referenced above shall be the respective base year fees multiplied by an index which shall be the ratio of the Adabas Product License Fee for 211 MSUs on OS/390 for November of the last year of this agreement versus that for November 1999. Such ratio shall not exceed 1.45 or 29/20ths for the first year after the term of this Agreement.

(2). Technical Services Fee. The FTE Technical Services Fee on the new SAGA Product Price Card referenced above shall be the respective base year fees multiplied by an index which shall be the

ratio of the Adabas Technical Services for 211 MSUs on OS/390 for November of the last year of this Agreement versus that for November 1999. Such ratio shall not exceed 1.45 or 29/20ths for the first year after the term of this Agreement.

12. Mid-Term Termination Option. The School Base shall have the option to exercise **SubSection 11.a. MSU Conversion Default Option** to be effective December 31, 2002 so long as election of this Mid-Term Termination Option is communicated unequivocally in writing to SAGA by no later than October 31, 2002.

13. Authority. Okaloosa Walton Community College warrants and represents that it has the authority to sign this Agreement, on its behalf, and on behalf of the Consortium, and agrees to abide, and to cause the Consortium to abide by all the terms and conditions of this Agreement. All SAGA product licenses held by the Schools in the School Base are hereby assigned to Okaloosa Walton Community College, as fiscal agent for the Consortium with the licenses to continue to be operated at the respective Schools.

14. Fiscal Funding Provision. Annually, at fiscal year end, the Consortium may cancel the remaining payments due under this Agreement if (1) the Consortium is unable to appropriate funding for the Products and Maintenance provided hereunder; AND (2) the Consortium is unable to appropriate funding for any Products and/or Maintenance which will perform essentially the same functions or purposes as the Products and Maintenance being provided hereunder. If, at any time, Consortium cancels the remaining payments due hereunder, all rights granted under this Agreement shall be terminated. Upon such termination, **SubSection 11.a.** shall be automatically invoked.

15. Headings. The headings in this Agreement are for reference purposes only. They will not affect the meaning or construction of the terms of this Agreement.

16. Entire Agreement. This Agreement (including any applicable Orders, Technical Services Descriptions and other agreed upon attachments) contains the complete and exclusive understanding of the parties with respect to the subject matter hereof. All Orders, Master Services Agreement(s) or any other agreements between SAGA and Consortium that reference this Agreement (the Orders, Master Services Agreement(s) and such other agreements are referred to herein, collectively, as the "Other Agreements") are made a part of this Agreement and this Agreement and the Other Agreements shall constitute a single, unseverable agreement. No waiver, amendment, alteration, or modification of any of the provisions hereof will be binding unless in writing and duly executed by both parties. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement. If the Consortium issues a purchase order or other similar document it shall be for Consortium's internal purposes only and, therefore, even if it is acknowledged by

SAGA, the terms and conditions of such purchase order or similar document shall have no effect on this Agreement or the Products, License or services provided hereunder.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates indicated below but effective as of the date first written above.

SAGA SOFTWARE, INC.	**Okaloosa Walton Community College, as Fiscal Agent for the Consortium, acting on its behalf and on behalf of the Consortium**
By	By
Name DALE E. WILLIAMS	Name James R. Richburg
Chief Financial Officer	President
Title	Title
MAR 31 2000	March 29, 2000
Date	Date

APPROVED AS TO FORM AND LEGALITY

Licensee CIDB No.: _____

EXHIBIT A: STANDARD SOFTWARE LICENSE AND TECHNICAL SERVICES AGREEMENT TERMS AND CONDITIONS

SAGA SOFTWARE, Inc. (formerly known as Software AG Americas, Inc.) (hereinafter referred to as "SAGA") and Okaloosa-Walton Community College as Fiscal Agent for the Florida Community College Software Consortium (hereinafter referred to as "Licensee").

1. LICENSE GRANT.

1.1 In consideration of the license fee(s) set forth herein or in any Product and Services Order(s) ("Orders") that reference this Agreement and except as provided below, SAGA grants to Licensee a nontransferable, non-exclusive license (the "License") to use the software products and services specified on the Orders, as well as user manuals and any other related documentation (collectively, the "Documentation") (such products and services and the Documentation being referred to herein, collectively, as the "Products") only at those location(s) and on either, per the Orders,—

(a) the single serial numbered computer/Central Processing Unit ("CPU") (the "Designated CPU") specified in the Orders, or

(b) in the Measured Service Unit ("MSU") environment designated by Licensee on the Orders up to the Aggregate MSU Capacities specified in the Orders (the "Designated MSU Environment").

Licensee shall have no interest in and no license to use the Products until after SAGA's receipt of payment in full for the Products. In the case of payments for Products being made in installments or of the delivery by SAGA of the Products prior to Licensee's payment in full for same, SAGA grants to Licensee a limited license to use the Products corresponding to the interim or other payments until such time as the next installment or other payment for the Products becomes due and payable. If Licensee continues to make timely payments, the limited licenses shall be deemed to have been renewed by SAGA until such time as final payment for the Products is received by SAGA, at which time SAGA shall be deemed to have granted Licensee the nontransferable, non-exclusive license to use the Products as specified above. If Licensee fails to make timely payment of any installment or other amount due on the Products, it shall have no license, limited or otherwise, beyond the due date of such installment or other payment.

1.2 **This Section 1.2 applies only in cases where the ordering references or is based on MSUs:**
The following provisions clarify the authorized CPU and MSU environment usage under this Agreement:

a. In the event that an Order specifies and designates a licensed MSU level in lieu of a single serial-numbered CPU, Licensee may install and operate the Products on one (1) or more CPUs, either separately or in a Parallel Sysplex™ [1] environment, but in no event to exceed the aggregate MSU capacity as defined in the Order.

b. "Measured Service Units" (MSU's) is a rating of computer capacity and speed, as determined from time to time by IBM®.[2]

c. The MSU capacity of a CPU ("CPU MSU Capacity") means the total aggregate of all partitions (logical or physical) of a CPU, regardless of the availability of the Products in or between any such partitions.

d. "Aggregate MSU Capacity" shall be defined to mean the total aggregate sum of the CPU MSU Capacities (whether standalone or as part of a Parallel Sysplex or similar configuration) in Licensee's operating system or environment on which the Products are installed.

e. Aggregate MSU Capacity is a total available capacity measurement of all environments, not an averaging of usage or other time-sensitive calculation. All MSU-based licenses must be inclusive of the Aggregate MSU Capacity of the system or environment on which the licensed software is available or resides and no licenses shall be authorized under this Agreement which in any way divide a CPU into logical or physical partitions.

[1] Parallel Sysplex is a trademark of IBM Corporation.
[2] IBM is a registered trademark of IBM Corporation.

1.3 This Agreement grants Licensee only the limited license rights specifically set forth herein for so long as this Agreement is in effect and Licensee is not in default hereunder. In no event shall Licensee acquire any rights of ownership in the Products. SAGA shall at all times retain title in and to all intellectual property rights (including, without limitation, rights in the nature of patents, patent applications, trademarks, copyrights and trade secrets) regarding the Products and all copies, enhancements and modifications thereof.

1.4 Licensee may use the Products only for Licensee's own internal business. In the absence of SAGA's prior written consent, which SAGA may withhold in its sole discretion, Licensee shall not:

a. Permit any third party, including any parent, subsidiary, affiliated entity or third party to use the Products;

b. Use the Products to process or to cause or permit third parties to process the data of any other party;

c. Use the Products in the operation of a service bureau or similar arrangement for the sale or leasing of computer or information services;

d. Use the Products to develop or permit any third party to develop software with similar functionality to all or any portion of the Products for sale, lease, or other external distribution; or

e. Allow access to the Products through any CPU other than the Designated CPU or any CPU located outside of the Designated MSU Environment.

1.5 As of the date of installation of the Products on the Designated CPU or the Designated MSU Environment, the parties agree that the "Designated Location" of the Products shall be at Licensee's facility indicated on the applicable Orders. Licensee shall use the Products only on the Designated CPU or the Designated MSU Environment at the Designated Location. Licensee may not transfer the Products from the Designated Location to another location, from the Designated CPU to another CPU or operating system or from the Designated MSU Environment to another MSU environment, whether by upgrade or otherwise, or to any party other than Licensee without SAGA's prior written consent, which may be withheld by SAGA in its sole discretion.

1.6 Licensee may temporarily transfer the Products to back-up computer equipment at a location different from the Designated Location if the Designated CPU or the Designated MSU Environment is inoperative for more than twenty-four (24) hours, and Licensee provides SAGA advance notice, in writing, identifying the new computer equipment and its location; provided that: (a) the Products must be restored to the Designated CPU or the Designated MSU Environment within thirty (30) days of the temporary move; and (b) Licensee shall only be permitted one (1) such temporary move during any twelve (12) month period commencing on the anniversary of the Effective Date of this Agreement. Any such permitted temporary move shall be referred to herein as a "Permitted Temporary Move." No transfer or other fee shall be charged by SAGA with regard to a Permitted Temporary Move; provided, however, that if Licensee requests that SAGA provide professional services and/or additional software or hardware in connection with any such Permitted Temporary Move, Licensee agrees to pay SAGA for such services, software or hardware at SAGA's then current rates for such services, software or hardware. Extension of any Permitted Temporary Move for a period in excess of thirty (30) days or transfer of the Products to a third CPU requires the prior written consent of SAGA, which SAGA may withhold in its sole discretion, and SAGA may charge transfer and other fees for such a move in accordance with SAGA's then current rates.

1.7 Licensee shall not assign or otherwise transfer (whether by sublicense, sale, encumbrance or otherwise) the Products or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of all or any portion of its business, or pursuant to any merger, consolidation or reorganization, without SAGA's prior written consent, which SAGA may withhold in its sole discretion. Any such assignment or transfer consented to by SAGA may be subject to the payment of assignment or transfer fees at SAGA's then current rates.

1.8 Licensee, solely to enable it to use the Products, may make one (1) archival copy of the Products, inclusive of any software's computer program, provided that the copy shall include SAGA's copyright and other proprietary notices. The Products delivered by SAGA to Licensee and the archival copy shall be stored at the Designated Location. Licensee shall have no other right to copy the Products, in whole or in part. Any copy of the Products made by Licensee is the exclusive property of SAGA.

1.9 Licensee agrees that only SAGA shall have the right to alter, maintain, enhance, translate or otherwise modify the Products. Licensee shall not disassemble, decompile or reverse engineer the Products, inclusive of any software's computer program.

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1.10 If Licensee fails to comply with any term or condition of this Agreement, SAGA shall be entitled to give Licensee written notice requiring Licensee to cure such default. If Licensee has not cured such default within ten (10) days after receipt of notice or, if the default is not capable of remedy within such time, undertaken significant efforts to cure such default, SAGA may, in addition to any other rights it may have under this Agreement or otherwise, immediately terminate this Agreement upon written notice to Licensee. SAGA also may terminate this Agreement if any one of the following occurs and is not remedied within 30 days of written notice given as provided above: (1) Licensee fails to timely perform any of its obligations under any other agreement between Licensee and SAGA; or (2) Licensee becomes insolvent or makes or permits any assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of its property. Upon termination of this Agreement under this Section 1.10, Licensee shall immediately discontinue use of the Products and return the Products, the Documentation and all related materials to SAGA within ten (10) days of termination. Licensee shall not be entitled to any refund of fees in the event of termination pursuant to this Section 1.10.

2. DELIVERY AND INSTALLATION. SAGA shall deliver a copy of the current release of the Products to Licensee as soon as reasonably feasible after the date of full execution of this Agreement. SAGA shall provide Licensee with the Products on magnetic media or other form agreed to by the parties, together with any related Documentation. Licensee shall be responsible for the installation of the Products on the Designated CPU or Designated MSU Environment as well as for any data conversion, data entry and verification of data, unless agreed otherwise by the parties and specified in applicable Orders.

3. TECHNICAL SERVICES.

3.1 Upon Licensee's request, SAGA shall provide during the term of this Agreement the following technical services ("Technical Services"):

a. System Updates -- To supply subsequent modifications of Product to operate under new releases of the computer manufacturer's operating system under the same name specified in the Product and Services Order(s);
b. System Versions -- To supply updated versions of Product which encompass corrections of the Product;
c. System Modification (SM) -- To supply periodical solutions to known system errors and which are grouped into a SM. It is the responsibility of the Licensee to install any SM as soon as reasonably possible;
d. Documentation -- To supply all updates of Documentation.

In addition, SAGA agrees to make reasonable efforts to correct any Product system errors arising in a current version of Product, but does not warrant that all errors will be corrected.

3.2 Subject to the payment by Licensee of the applicable annual fees, SAGA shall provide Licensee with the Technical Services with respect to each Product specified in an Order referencing this Agreement, unless (a) Licensee elects to discontinue such services by giving SAGA notice thereof at least thirty (30) days prior to the beginning of the next annual renewal period for such services, or (b) SAGA elects to discontinue providing such services as of the end of the then current annual renewal period by giving Licensee notice of such election at least sixty (60) days prior to such discontinuance. Licensee shall be responsible for the full amount of the applicable annual fees if Licensee does not provide timely notice as required in this Section 3.2.

3.3 Licensee is not entitled to any refund of fees, in whole or in part, if Licensee terminates Technical Services during a term or if SAGA terminates Technical Services as a result of Licensee's default under this Agreement.

3.4 If Licensee wishes to reinstate Technical Services following termination of those services, Licensee may request SAGA to reinstate those Technical Services. Reinstatement shall be in the sole discretion of SAGA, and SAGA may require Licensee to pay a reinstatement fee in advance in accordance with SAGA's then current rates. Product reinstallation or additional training is available from SAGA at SAGA's then current rates.

3.5 SAGA shall notify Licensee at least sixty (60) days prior to a withdrawal or modification of support of any Products or versions thereof. After a withdrawal of support, SAGA will no longer be responsible to support such Products or versions thereof. After a modification of support, SAGA will only be responsible to provide support for the Products in question or versions thereof to the extent stated in the notice of modification of support.

3.6 Licensee shall ensure that the version(s) of Products that Licensee is using is either the latest or the next-to-latest release of the Products.

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4. PAYMENTS.

4.1 License fees for the Products are specified in the applicable Orders and are payable by Licensee to SAGA in full upon receipt of SAGA's invoice for them. License fees applicable to any subsequently added modules shall be payable upon Licensee's receipt of SAGA's invoice for them.

4.2 SAGA shall invoice Licensee, and Licensee shall pay, the fees for Technical Services specified herein annually at SAGA's then-current commercial rates for such Technical Services. Licensee shall pay such fees at the beginning of the annual term to which the fees relate; provided, however, that SAGA, in its sole discretion, may change the date on which and the frequency with which (*e.g.*, semi-annually, quarterly) it invoices Licensee for these services. A pro rata portion of the then applicable fees for Technical Services for any module which is added during an annual Technical Services period shall be payable by Licensee to SAGA upon SAGA's delivery of such additional module. Fees for Technical Services shall be payable upon Licensee's receipt of SAGA's invoice for them.

4.3 Past due amounts shall bear interest at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is lower. If Licensee fails to timely pay any invoice, Licensee shall be responsible for and shall pay all costs of collection, including reasonable attorney's fees (including the allocated costs of in-house counsel and staff).

4.4 All fees and charges specified herein are exclusive of taxes. Licensee is responsible for and shall pay all taxes. If SAGA is required to pay any taxes to any governmental unit (except taxes based upon net income) imposed with respect to this Agreement, or the Products, License or Services provided hereunder, SAGA shall invoice Licensee for, and Licensee shall pay, such taxes to SAGA.

5. CONFIDENTIAL INFORMATION. Licensee agrees that this Agreement, the Products and all Documentation constitute and contain proprietary information, including but not limited to trade secrets, know-how and confidential information, that is the exclusive property of SAGA. During the period that this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make this information available to any third party nor use this information except as authorized by this Agreement. Licensee may disclose relevant aspects of the Products and Documentation to its employees and agents to the extent that such disclosure is directly related to Licensee's use of the Products, provided that Licensee shall take all reasonable steps to ensure that the Products are not disclosed or duplicated in contravention of this Agreement and, prior to disclosure, all individuals to whom disclosure is made agree in writing to abide by the confidentiality terms of this Agreement.

6. LIMITED WARRANTY.

6.1 SAGA warrants and represents to Licensee that it (a) is the owner of or has all rights to distribute the Products and any subsequent version or release of the Products provided to Licensee hereunder (to include patents, copyrights, trade secrets and trademarks) and (b) has the full power and authority to license and deliver copies of the Products and subsequent versions free from any liens and encumbrances of any kind.

6.2 SAGA warrants to Licensee that the Products, and any subsequent version or release of the Products provided to Licensee hereunder, when used in accordance with the procedures specified in the Documentation, will perform substantially as described therein (the "Performance Warranty"). The Performance Warranty shall only apply to failures to meet the Performance Warranty that are (a) reported to SAGA in writing within ninety (90) days after delivery of the Products to Licensee; or (b) with regard to subsequent versions of the Products, within ninety (90) days after delivery of any such subsequent version of the Products.

6.3 SAGA represents and warrants that each SAGA software product (a "SAGA Product") delivered under this Agreement and listed herein shall be able to accurately process date data (including but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the SAGA Product's documentation, provided that all products (hardware, software, firmware) used in combination with the SAGA Product properly exchange date data with the SAGA Product (the "Year 2000 Warranty"). The Year 2000 Warranty shall only apply to failures to meet the warranty that are reported to SAGA in writing within ninety (90) days after the occurrence of the failure.

6.4 The sole obligation of SAGA, and Licensee's exclusive remedy, for any failure of a Product or subsequent version or release of the Product to meet the Performance Warranty shall be the following: SAGA shall promptly attempt to identify and correct such failure provided that Licensee makes available to SAGA sufficient documentation to enable SAGA to replicate the failure. If SAGA should fail to correct such failure within a reasonable period of time after it is re-

ported, Licensee may elect to terminate the License and return all copies of the Products in breach of the Performance Warranty to SAGA, together with the Documentation and all related materials, in which event SAGA shall refund to Licensee the fees and charges paid to it by Licensee for the Product, subsequent version or subsequent release that fails to meet the Performance Warranty.

6.5 SAGA's sole obligation, and Licensee's exclusive remedy, for any failure of a SAGA Product to meet the Year 2000 Warranty shall be the following: (a) repair or replacement of the SAGA Product within ninety (90) days after receipt by SAGA of written notice of the failure, which notice must be received by March 31, 2000; or (b) where SAGA cannot repair the SAGA Product, Licensee shall be entitled, at no charge, to the latest version of the SAGA Product that would be in compliance with the Year 2000 Warranty; or (c) in the event that repair is not possible and no version of the SAGA Product in compliance with the Year 2000 Warranty can be produced, SAGA shall use reasonable efforts to provide Licensee with a reasonable alternative software solution, at SAGA's expense, said expense not to exceed the amount paid by Licensee to SAGA for the SAGA Product that is determined to be in breach of the Year 2000 Warranty.

6.6 The warranties set forth in this Article 6 shall NOT apply to any Products that are: (a) modified by or on behalf of the Licensee; (b) used in combination with any product in a combination not provided by or approved by SAGA; (c) not strictly maintained after delivery to Licensee in accordance with SAGA's specifications; or (d) used improperly by Licensee.

6.7 In the event that Licensee notifies SAGA of a failure under any warranty herein and SAGA thereafter determines that the Product in question is in compliance with the applicable warranty, Licensee shall reimburse SAGA for all labor and costs associated with the investigation and resolution of the purported failure, at SAGA's then current professional services rates.

6.8 LICENSEE HEREBY EXPRESSLY AGREES THAT THE FOREGOING EXPRESS WARRANTIES ARE THE ONLY WARRANTIES BY SAGA WITH RESPECT TO THE PRODUCTS, SAGA PRODUCTS, SERVICES AND/OR TECHNICAL SERVICES. SAGA MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY/DAMAGES. SAGA'S LIABILITY ARISING OUT OF THIS AGREEMENT, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES ARISING OUT OF LICENSEE'S USE OF THE PRODUCTS AND/OR SAGA'S PROVISION OF SERVICES OR TECHNICAL SERVICES, SHALL BE LIMITED TO LICENSEE'S DIRECT DAMAGES, BUT IN NO EVENT SHALL EXCEED THE AMOUNT OF PAYMENTS MADE BY LICENSEE TO SAGA PURSUANT TO THIS AGREEMENT (NOT INCLUDING FEES PAID UNDER SECTION 3 FOR TECHNICAL SERVICES). LICENSEE FURTHER AGREES THAT SAGA SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY LICENSEE OR ANY OTHER PERSON AS A RESULT OF LICENSEE'S USE OR MISUSE OF PRODUCTS, SAGA PRODUCTS, SERVICES AND/OR TECHNICAL SERVICES, EVEN IF SAGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAGA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR ANY OTHER CLAIM OR DEMAND BY OR AGAINST LICENSEE. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATION OF LIABILITY SHALL CONTROL OVER ANY INCONSISTENT PROVISION OF THIS AGREEMENT. SAGA WILL NOT BE LIABLE FOR DELAYS OR FAILURES IN PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL OR FOR DAMAGES CAUSED BY LICENSEE'S FAILURE TO PERFORM ITS RESPONSIBILITIES.

8. PATENT OR COPYRIGHT INFRINGEMENT. SAGA shall indemnify and hold harmless Licensee from and against any and all claims, except attorneys' fees to monitor or participate in a defense provided by SAGA, based upon infringement of any United States patent or copyright by the Products provided (a) Licensee notifies SAGA of any such claim promptly in writing and allows SAGA to control the prosecution of proceedings arising out of any such claim, and (b) Licensee cooperates fully with SAGA during such proceedings. SAGA shall defend and settle at its sole expense all proceedings arising out of any claim of the type contemplated by this Section 8. In the event an infringement is determined or, if required by settlement, SAGA may substitute for the Products substantially compatible and functionally equivalent programs or modify the Products to avoid the infringement, failing which Licensee may return the Products and all related materials to SAGA, and SAGA shall refund to Licensee a pro rata share of the license fees on the basis of a five (5) year straight line useful life depreciation determined from date of delivery of the Products to Licensee. Licensee acknowledges that SAGA shall have no liability for patent or copyright infringement except as set forth in the foregoing indemnity, and Licensee shall indemnify and hold SAGA harmless against any damages or expenses, judgment or loss for infringement of any United States patents or copyrights resulting from SAGA's compliance with Licensee's designs, specifications or instructions.

9. MISCELLANEOUS.

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9.1 The validity, performance and all matters relating to the interpretation and effect of this Agreement, or any amendment hereto, are expressly intended by the parties to be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable.

9.2 Licensee shall maintain all data files, backup materials and other records relating to the licensing, installation and use of the Products at the Designated Location. SAGA may at any time during normal business hours examine or audit, or cause to be examined or audited, such data files, backup materials and other records and Licensee's compliance with the terms of this Agreement. In addition, SAGA may install or deploy an audit mechanism that SAGA in its sole discretion deems appropriate to monitor Licensee's compliance with the terms of this Agreement. Licensee shall cooperate fully with SAGA, or SAGA's designated representatives, in the conduct of any audit or the installation/deployment of any audit mechanism.

9.3 Any notice under this Agreement shall be given in writing by personal delivery or by certified mail directed to the address of the party which is set forth in this Agreement or to such other address as may be substituted by notice to the other party. All notices shall be effective upon receipt.

9.4 Licensee acknowledges and agrees that SAGA may identify and refer to Licensee as a SAGA customer and use Licensee's name in SAGA advertising, marketing and promotional materials, as well as in governmental filings and statements including, but not limited to, filings with the Securities and Exchange Commission.

9.5 RESERVED

9.6 With regard to disputes, the parties agree as follows:

a. In the event of any dispute arising out of or relating to this Agreement or the breach thereof, the parties shall first refer such matter to the chief executive officers of the parties, or their respective designees. Following such referral, the chief executive officers, or their respective designees, shall take all reasonable steps to resolve such disagreement within four (4) weeks of its referral.

b. If the parties cannot resolve the dispute pursuant to Section 9.6.a, the parties shall refer the matter (except for any dispute relating to the ownership of intellectual property) to mediation. Mediation may be binding or non-binding, and shall take place in such manner and location as agreed by the parties; provided, however, that no matter relating to the ownership of intellectual property may be settled by binding mediation. The parties shall take all reasonable steps to resolve the matter within sixty (60) days of its referral to mediation.

c. If the parties cannot resolve the dispute pursuant to Section 9.6.b, the dispute (except for any dispute relating to the ownership of intellectual property) will be finally settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration shall be held in State of Florida, unless agreed otherwise by the parties.

The terms of this Section 9.6 shall not apply to disputes relating to unpaid fees, costs or other charges due to SAGA under this or any Other Agreement (as defined below in Section 9.11).

9.7 The headings in this Agreement are for reference purposes only. They will not affect the meaning or construction of the terms of this Agreement.

9.8 Licensee acknowledges and agrees that SAGA's ability to fulfill its obligations under this Agreement and any Orders that reference this Agreement may be dependent upon SAGA's receipt from Licensee of certain assistance and resources, including but not limited to, authorizations to proceed, complete and accurate information, data and materials, adequate onsite support and facilities, and/or other personnel, resources and assistance that SAGA may reasonably require in connection with SAGA's performance under this Agreement. Any specific requirements shall be designated in appropriate Orders.

9.9 Notwithstanding the expiration or termination of this Agreement or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive including, without limiting the foregoing, the following provisions: Sections 1.3, 5, 7, 8 and 9.

9.10 Except for the failure to make payments when due, neither party shall be liable to the other by reason of any failure in the performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of govern-

ment authority, fires, strikes, delays in transportation, riots, war, or any cause beyond the reasonable control of such party (including without limitation Year 2000-related failures of a third party vendor or supplier of such party). If any such event delays performance, the time allowed for such performance shall be appropriately extended.

9.11 This Agreement (including any applicable Orders, Technical Services Descriptions and other agreed upon attachments) contains the complete and exclusive understanding of the parties with respect to the subject matter hereof. All Orders, Master Services Agreement(s) or any other agreements between SAGA and Licensee that reference this Agreement (the Orders, Master Services Agreement(s) and such other agreements are referred to herein, collectively, as the "Other Agreements") are made a part of this Agreement and this Agreement and the Other Agreements shall constitute a single, unseverable agreement. No waiver, amendment, alteration, or modification of any of the provisions hereof will be binding unless in writing and duly executed by both parties. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement. If Licensee issues a purchase order or other similar document it shall be for Licensee's internal purposes only and, therefore, even if it is acknowledged by SAGA, the terms and conditions of such purchase order or similar document shall have no effect on this Agreement or the Products, License or services provided hereunder.

SAGA SOFTWARE, INC.

By

DALE E. WILLIAMS
Name Chief Financial Officer

Title

MAR 31 2000
Date

APPROVED 3/31/00 LEGAL DEPT.

OKALOOSA-WALTON COMMUNITY COLLEGE AS FISCAL AGENT FOR THE FLORIDA COMMUNITY COLLEGE SOFTWARE CONSORTIUM

By

James R. Richburg
Name

President
Title

March 29, 2000
Date