

## Signing Instructions:

Two original copies of the following documents have been signed by SunGard and included in this packet:

1. Addendum and Exhibits

Please **sign and date** the flagged page and return one signed original:

SunGard Public Sector Inc.  
(d/b/a SunGard K-12 Education)  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: 610-691-3616  
Toll Free: 866-905-8989  
Fax: 610-954-8378  
Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Melissa Torba  
Telephone: 866-905-8989 x27356  
Email: melissa.torba@sungardps.com

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address:

Billing Attention:

Other:

**Thank you!**

**CONTRACT NO. 2426**

**SunGard Public Sector Inc.  
d/b/a "SUNGARD K-12 EDUCATION"**

**ADDENDUM**

**Client:**

Warren County School District  
6820 Market Street  
Russell, PA 16345  
Telephone: (814) 723-6900  
Fax: (814) 723-7902  
Attn: Paul Leach, Information Systems Director

**Licensor:**

SunGard K-12 Education  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: (610) 691-3616  
Fax: (610) 954-8378

SunGard K-12 Education and Client agree to amend their existing agreement, #06/04-457, dated July 19, 2004 ("Agreement"), to add the following as attached hereto and part of this Addendum.

**EXHIBITS TO ORDER FORM**

**EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE**

**EXHIBIT B: LICENSED SOFTWARE AND SERVICES**

1. Software (Perpetual License)
  - i. eSchoolPLUS
2. Hardware Components
3. System Requirements
  - i. eSchoolPLUS
4. Pricing Notes

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A.

Delivery Date is the date on which SunGard K-12 Education first ships the Component System to the Delivery Address F.O.B. SunGard K-12 Education's place of shipment.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.

**Warren County School District**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: Bronne J. Bruzgo

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: Vice President, Sales

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: June 1, 2015

## EXHIBIT A: PAYMENT SCHEDULE

### LICENSED SOFTWARE AND SERVICES

- |   |  |         |
|---|--|---------|
| 1 | Software (Perpetual License)<br>(refer to Exhibit B for detail)<br>eSchoolPLUS<br>100% due upon Software Delivery                | \$4,991 |
| 2 | Hardware Components<br>(refer to Exhibit B for detail)<br>Including Installation and Integration<br>100% due upon Execution Date | \$500   |

<b>TOTAL SOFTWARE AND SERVICES <sup>(1)</sup>:</b>	<b>\$5,491</b>
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- <sup>1</sup> Travel and living expenses are not included in this Professional Services cost.

### YEAR 2 MAINTENANCE

- |   |                                |       |
|---|--------------------------------|-------|
| 1 | Perpetual Software Maintenance | \$866 |
|---|--------------------------------|-------|
- |                                  |              |
|----------------------------------|--------------|
| <b>TOTAL YEAR 2 MAINTENANCE:</b> | <b>\$866</b> |
|----------------------------------|--------------|

## EXHIBIT B: LICENSED SOFTWARE AND SERVICES

### 1. SOFTWARE (Perpetual License)

eSchoolPLUS		Software
		2nd Year
(1)	Applications	License Fee
(11)	eLearning Content	866
	Subtotal Proposed Applications:	\$4,991
		\$866

#### eSchoolPLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.  
 11 eLearning Content supplements the software training and is a required component for the implementation.

Maintenance after the first Contract Year is optional, and will renew on a Contract Year-to Contract Year basis, unless Client elects not to renew Maintenance for the upcoming Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Either party has the option to elect not to renew Maintenance after the second Contract Year by notifying the other party in writing of non-renewal at least sixty (60) days prior to the expiration of the then-current Contract Year. Maintenance fees for each subsequent Contract Year are payable within one year commencing with the month this Agreement is signed based on the Order Form to which these Exhibits are attached. Maintenance fees for the third Contract Year and for each subsequent Contract Year are subject to annual escalation and will be specified by SunGard K-12 Education in an annual invoice provided to Client at least ninety (90) days prior to the expiration of the then-current Contract Year.

### 2. HARDWARE COMPONENTS

Hardware Components	
Hardware Equipment and Services	Cost
Installation Services	\$500

### 3. SYSTEM REQUIREMENTS

eLearning	System Requirements
<p><b><u>eLearning Content</u></b></p> <p>The following requirements are necessary for eLearning:</p> <p><b>Operating System:</b> Microsoft Windows® XP Professional SP3, Windows 7 SP1(32-bit and 64-bit) Professional or Enterprise, or Windows 8 (Desktop mode)</p> <p><b>Browsers:</b> Microsoft Internet Explorer® 7 – 10; Mozilla Firefox® 17 - 21; Google Chrome 27; or Safari 5.x to view HTML output.</p> <p>Microsoft Office® 2007 SP3, 2010 SP1, or 2013 to view Microsoft Office output.          Adobe® Acrobat® Reader 10.x or XI to view PDF output.          Adobe® Flash® Player 11.x to communicate with an LMS using the AICC communication standard.          Adobe® Flash® is required to listen to WAV audio files in published courses or simulations in all supported browsers. Flash is required to listen to MP3 audio files in Internet Explorer 7.0 and 8.0 or Firefox. Flash or QuickTime 7.0 is required to listen to audio in Safari 5.0.</p> <p>Current system requirements, subject to change.</p>	

#### 4. PRICING NOTES

##### Pricing Notes

- 1 SunGard K-12 Education's pricing for services are bill as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a Blended learning approach; comprised of instructor lead onsite, distant learning (webex), and self-paced on-line elearning. The method of blended learning is determined by content.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 Education training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 Education and client and as documented in a training agenda that will be sent to the client. SunGard K-12 Education's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12 Education's current Professional Services rates are as follows:
  - Training / Consulting Rate: 1,280 per day.
  - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day
  - Custom Programming Rate: 1,500 per day.
  - Project Management / Business Process Review / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

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<b>TOTAL SOFTWARE AND SERVICES <sup>(1)</sup>:</b>	<b>\$5,491</b>
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### YEAR 2 MAINTENANCE

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|---|--------------------------------|-------|
| 1 | Perpetual Software Maintenance | \$866 |
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<b>TOTAL YEAR 2 MAINTENANCE:</b>	<b>\$866</b>
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## EXHIBIT B: LICENSED SOFTWARE AND SERVICES

### 1. SOFTWARE (Perpetual License)

eSchoolPLUS		Software
(1)		2nd Year
	Applications	License Fee
(11)	eLearning Content	866
	Subtotal Proposed Applications:	\$4,991
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### 2. HARDWARE COMPONENTS

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Hardware Equipment and Services	Cost
Installation Services	\$500

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