SunGard Public Sector LLC

d/b/a "SUNGARD K-12"

ADDENDUM

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

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

SunGard K-12 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. Third Party Software (Perpetual License)
    2. Professional Services
       i.   IEPPLUS
       ii. Third Party
    3. Hardware Components
    4. Pricing Notes

EXHIBIT C: MAINTENANCE AND SUPPORT
    1. Software (Perpetual License)

EXHIBIT D: COGNOS SOFTWARE SUPPLEMENT

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 first ships the Component System to the Delivery Address F.O.B. SunGard K-12 '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 LLC**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____ Adam R. Eberle _____
PRINT TITLE: _____	PRINT TITLE: _____ Chief Commercial Officer _____
DATE SIGNED: _____	DATE SIGNED: _____ April 28, 2016 _____

EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

1	**Third Party Software (Perpetual License)** **(refer to Exhibit B for detail)**		**$8,838**
	100% due upon Software Delivery	$8,838	
2	**Professional Services** **(refer to Exhibit B for detail)**		**$3,210**
	Fixed Fee Services	$650	
	100% due upon Execution Date		
	Other Services	$2,560	
	Due monthly as incurred		
3	**Hardware Components** **(refer to Exhibit B for detail)** **Including Installation and Integration** 100% due upon Execution Date		**$750**

TOTAL SOFTWARE AND SERVICES [1]**:**	**$12,798**

[1] Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE

1	**Third Party Perpetual Software Maintenance**	**$1,838**

TOTAL YEAR 2 MAINTENANCE:	**$1,838**

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1.   THIRD PARTY SOFTWARE (Perpetual License)

Third Party			Software
(1) Reseller	User Count	License Fee	2nd Year Maintenance
IBM Cognos 10 Bundle			
(2) IEPPLUS	N/A	8,838	$1,838
Subtotal Proposed Applications:		$8,838	$1,838

Third Party Footnotes:

1   First year maintenance and support included at no additional cost.

IBM Cognos

2   Includes one BI Analytics Administrator and Unlimited BI Analytics Users. Requires a dedicated Cognos server.

2.   PROFESSIONAL SERVICES

IEPPLUS			Professional Services
Value Added Services	Days	Price	2nd Year Maintenance
(1) Remote Project Manager	Fixed Fee	650	N/A
Subtotal Proposed Services:	-	650	-

1   The Remote Project Manager fee provides up to 3.25 hours of services.

Client will not be entitled to a refund if the quoted hours are not rendered in full as quoted; however, Client understands and agrees that if additional hours are requested beyond what is quoted, any additional hours will be provided at our then current rates.

TOTAL IEPPLUS Proposed Services:	$650

Third Party		Professional Services
Reseller	Training Days	Price
IBM Cognos 10		
IEPPLUS Software	2.00	$2,560
TOTAL Third Party and Pay Agency Proposed Services:	2.00	$2,560

TOTAL PROPOSED PROFESSIONAL SERVICES:	$3,210

3. HARDWARE COMPONENTS

	Hardware Components
Hardware Equipment and Services	**Cost**
Installation Services	$750

4. PRICING NOTES

1 SunGard K-12's pricing for services are billed 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 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 and Client and as documented in a training agenda that will be sent to the Client. SunGard K-12'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's current Professional Services rates are as follows:

Training 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 / Consulting / Schools Interoperability Framework (SIF) Rate: 1,600 per day.

EXHIBIT C: MAINTENANCE AND SUPPORT

1. Software (Perpetual License)

i. Services to be Provided

a. Provide standard product enhancements when and as the same are developed by SunGard K-12 at our sole discretion; SunGard K-12 will make available to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Software licensed by Client.

b. Provide programming modifications and support for the Regulatory Software identified in these Exhibits. Modifications and updates will be provided and are limited to those which use data supported within the baseline application software and are required by regulatory changes.

c. Provide assistance to Client in the use of the SunGard K-12 Application Software via telephone inquiries to SunGard K-12's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.

d. Investigate errors in the intended capabilities of SunGard K-12 Application Software upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors. SunGard K-12 will distribute to Client one copy of such product enhancements or corrected programs as soon as it is available. Client will be responsible for incorporating such enhancements in each copy of the applicable SunGard K-12 Software licensed by Client.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 and Client.

In the event Maintenance is terminated and then reinstated, Client will pay for Maintenance fees that would have been chargeable during the period between termination and reinstatement.

e. Exclusions

1. System Requirements. SunGard K-12 solutions are designed to function at optimum levels when integrated with dedicated hardware resources. The addition of non-SunGard K-12 provided software may adversely affect the performance or functionality of the SunGard K-12 provided applications. Accordingly, SunGard K-12 will not be responsible for system malfunctions or loss of functionality caused by the addition of non-SunGard K-12 provided applications or utility software. Applications that alter the basic architecture of the operating environment such as VMWare, will be supported, however SunGard K-12 PLUS Solutions were written to run natively under the host operating system. As such, we do not routinely or rigorously test our applications, or those of our partners, under such third-party applications. SunGard K-12 will use commercially reasonable efforts to investigate potential issues with

the application software running in conjunction with the VMWare. As part of that investigation, SunGard K-12 may require the issue to be reproduced independently from the hardware virtualization software. Should issues be reported that can reasonably be linked to the virtual hardware environment, SunGard K-12 will make reasonable and commercially viable efforts to resolve the issue, as long as it can be done in such a way as to not affect the same software when run natively. Corrective measures for malfunctions caused by such additions will be at the option of SunGard K-12 and will be billable at SunGard K-12's then-current hourly rate.

ii. Client Responsibilities

Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 SecureLink gateway. A "super-user" system log-in account with privileges for SunGard K-12's use in support of this agreement is also required.

a. Client will be responsible to provide a CD/DVD drive which may be used to install new software releases, updates, enhancements, and the like.

b. Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 data elements.

c. Client will designate, by name, a limited number of individuals for the purpose of logging calls with SunGard K-12 central support. Client will appoint one of these individuals to serve as central liaison between SunGard K-12 technicians and other named callers or Client end users.

d. Client is obligated to fulfill the responsibilities of system administrator as identified in these Exhibits. This may be accomplished as part of the central liaison's job responsibilities or by contracting with SunGard K-12 for Remote System Administration Services.

Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software

iii. System Administration Job Responsibilities
System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture as well as a firm knowledge of Client's site-specific network configuration.

- Understanding of general computer concepts such as relational database, operating systems, application software, and current programming languages and tools.

- Strong verbal and written communication skills with administrators, programmers, and system maintenance personnel.

- Understanding of the importance of data integrity and security (file backups and password control).

- Understanding of Client's organizational requirements for the Licensed Software.

Client system administration responsibilities include, but are not limited to, the following:

General Responsibilities:
- Sole responsibility for communications with SunGard K-12 Maintenance personnel.
- Provide first level support to end users and manage support calls.
- Upgrade system software in conjunction with SunGard K-12 and the computer hardware manufacturer.
- Manage workload.
- Train department personnel to use Report Writer.
- Maintain Documentation.
- Diagnose and resolve minor hardware problems.
- Maintain currency on Maintenance, including ongoing subscription to SunGard K-12 Maintenance program and maintenance/support programs for third party dependencies.
- Implement and manage disaster recovery plan.
- Manage third party support contracts as well as update and install third party products.
- Manage support calls.
- Attend appropriate system management classes as required.

Operating System/Network Administration:
- Install, configure and maintain Client desktop software, including network software (e.g., OS, Browser, and TCP/IP).
- Monitor operating system and modify operating system parameters as required. *
- Create and maintain cron jobs, scheduled tasks, maintenance plans, or other batch processes. *
- Verify software licensing. *
- Install operating system patches. *
- Install, configure and maintain Sendmail.
- Install/reinstall operating system as required.
- Develop backup strategy, manage the file system backup process and procedures, maintain backup scripts and verify backups execute properly on a daily basis. *
- Maintain on and off site storage of backup media.
- Restore files, file systems or databases as required. *
- Monitor system performance and tune operating system parameters for maximum efficiency. *
- Monitor disk and file system utilization/permissions and adjust to meet site requirements. Backup or delete temporary files and logs as appropriate. *
- Maintain login scripts.
- Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
- Configure communication port(s). *

- Set or modify IP address. *
- Install microcode or firmware updates as required.
- Monitor hardware reliability, check error logs, and initiate corrective action when warranted. *
- Create and maintain printer configurations, print queues and virtual printers. Setup and manage print spooler.
- Maintain access to server(s) for support (i.e., Internet and backup modem access).
- Create or modify default gateway.
- Maintain Active Directory.
- Maintain connectivity of host to LAN.
- Evaluate application software utilization and setup.
- Load application software updates and existing hardware customizations, if any.
- Recompile applications as required.
- Install and configure IIS. *
- Install and configure .Net Framework. *

Database Administration
- Maintain database security and access/permissions.
- Backup and restore specific databases or entire database environment. *
- Backup and restore specific tables within database(s). *
- Import or export databases as required. *
- Monitor and modify data allocation. *
- Add DB space.
- Create test (or other special purpose) databases as required.
- Maintain maintenance plans.
- Manage transaction log files, backup and restoration of log files.
- Perform checks for data consistency. *
- Monitor database table extents and adjust as needed. *
- Update database statistics and table indices. *
- Maintain production and test databases.
- Configure, upgrade and install database software.
- Verify software licensing and maintain currency on support agreements, software licensing and documentation.
- Monitor database engine performance and tune as needed. *
- Monitor database size and growth. *
- Manage database product support calls.
- Attend appropriate database classes for system administration, SQL, and database tuning.

System Security
- Ensure data and equipment security (physical and electronic).
- Monitor system access via modem or Internet.
- Investigate attempted security breaches. *
- Monitor application software utilization and setup to ensure authorizations are administered correctly. *
- Monitor file and database permissions and accounts. *
- Acquire, install and maintain anti-virus, anti-malware or any other necessary software (firewalls etc.) to ensure adequate security for the application environment and user data.

SunGard K-12 offers telephone support agreements for operating system, database and utility software packages to assist the Client system administrator in the execution of basic and advanced administrative functions. For Clients who contract with SunGard K-12 for these services, we will provide additional assistance (via remote Internet or dial access) for the basic functions designated with an asterisk (*) in the above list for the first six months subsequent to installation (operating system, database software, utility software, application software) by SunGard K-12. After six months, Clients who do not contract with SunGard K-12 for Remote System Administration Services will be invoiced on a per-call basis when SunGard K-12 is required to perform basic administrative tasks via remote access on behalf of the Client system administrator.

EXHIBIT D: COGNOS SOFTWARE SUPPLEMENT

Additional Definitions. "Cognos Component Systems" means any of the software provided to SunGard K-12 by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit B.

1. **Ownership.** Cognos owns the Cognos Component Systems.

2. **Restrictions on Use of Cognos Component Systems.** Client's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

   i. Client has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard K-12 Licensed Software.

   ii. Client acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard K-12 under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Client under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Client;

   iii. (c) Client agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the Cognos Component System(s) or related materials;

   iv. (d) Client acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

   v. Client acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit B; and

   vi. Client acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit B. Such restricted use shall include Client's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the Component System software applications set forth in Exhibit B.

   vii. In lieu of the warranty provided in the Agreement, Client shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Client that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Client, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Client's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Client misuses the Cognos Component System(s) contrary to its related documentation.