

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 ext. 27356
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. 2436

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

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. eFinancePLUS
2. Professional Services
 - i. eFinancePLUS
3. Hardware Components
4. System Requirements
 - i. eFinancePLUS
5. 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 of Sales and Marketing

DATE SIGNED: _____

DATE SIGNED: June 19, 2015

EXHIBIT A: PAYMENT SCHEDULE

LICENSED SOFTWARE AND SERVICES

1	Software (Perpetual License) (refer to Exhibit B for detail) eFinancePLUS 100% due upon Software Delivery	\$9,996
		\$9,996
2	Professional Services (refer to Exhibit B for detail)	\$9,620
	Fixed Fee Services 100% due upon Execution Date	\$750
	Other Services Due monthly as incurred	\$8,870
3	Hardware Components (refer to Exhibit B for detail) Including Installation and Integration 100% due upon Execution Date	\$7,750

TOTAL SOFTWARE AND SERVICES ⁽¹⁾:	\$27,366
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¹ Travel and living expenses are not included in this Professional Services cost.

YEAR 2 MAINTENANCE

1	Perpetual Software Maintenance	\$866
	TOTAL YEAR 2 MAINTENANCE:	\$866

EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. SOFTWARE (Perpetual License)

eFinancePLUS		Software
(1)	Applications	2nd Year Maintenance
(13)	eFinancePLUS (Version 5.x)	License Fee
(16)	eLearning Content	
Subtotal Proposed Applications:		

eFinancePLUS Footnotes:

- 1 First year maintenance and support included at no additional cost.
- 13 The eFinancePLUS (Version 5.x) fee is a one-time fee. The existing eFinancePLUS maintenance will continue to renew on the current renewal date.
- 16 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. PROFESSIONAL SERVICES

eFinancePLUS		Professional Services
eFinancePLUS (Version 5.x)	Training Days	Price
	4.00	\$5,120
Subtotal Proposed Services:		
	4.00	\$5,120

Value Added Services		Days	Price	2nd Year Maintenance
(1)	Remote Project Manager	Fixed Fee	750	N/A
	Custom Enabling	2.50	3,750	N/A
Subtotal Proposed Services:		2.50	\$4,500	\$0

- 1 This estimate is based on custom programs your site is currently paying maintenance on.

TOTAL eFinancePLUS Proposed Services:	\$9,620
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3. HARDWARE COMPONENTS

Hardware Components				
Hardware Equipment and Services - Proposed				
Qty	Description	Unit Cost	Line Total	Annual Support *
1	eFinancePLUS Database Server ⁽¹⁾ Customer will provide new SQL server			
1	eFinancePLUS Application Server ⁽¹⁾ Optio Transfer Fee SunGard will transfer current MKS License	250	250	
1	eFinancePLUS Workflow/Web Server ⁽¹⁾ Customer will provide new server			
1	Cognos Server ⁽¹⁾ Customer will provide new server			
1	Installation and Setup Services (4) Verify Windows setup via remote (2) Installation and Setup of Applications (1) Installation of EAC Upgrade (1) Installation of 3rd Party (1) Installation of Cognos Upgrade (v 10.2) (1) Migrate Data	7,500	7,500	
Subtotal Hardware Components:			\$7,750	\$0
TOTAL Hardware Components:				\$7,750

Hardware Footnotes

- 1 Optional Phone Support can be quoted upon request.
- Price does not include Taxes and Travel expense.
- A Domain Controller with Active Directory is required.

4. SYSTEM REQUIREMENTS

eFinancePLUS

System Requirements

Database/Application Server:

OS Platform: Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2
Database: SQL Server 2008 R2 (SP3), SQL Server 2012, SQL Server 2012 (SP1)

3rd Party Requirements

All 3rd party tools required on servers are installed along with our software.
Other than browsers listed, the following are required on the client's desktop: Adobe Acrobat Reader and Silverlight 5 (for Workflow eForms only and Vendor Access Center only)

Workstations:

Browser Compatibility

Internet Explorer 10 or 11
Firefox (Mac or PC) - current release plus 4 prior versions
Safari (Mac) - current release plus 1 prior version
Chrome (PC) - current release plus 4 prior versions

Current system requirements, subject to change.

eLearning

System Requirements

eLearning Content

The following requirements are necessary for eLearning:

Operating System:

Microsoft Windows® XP Professional SP3, Windows 7 SP1(32-bit and 64-bit) Professional or Enterprise, or Windows 8 (Desktop mode)

Browsers:

Microsoft Internet Explorer® 7 – 10; Mozilla Firefox® 17 - 21; Google Chrome 27; or Safari 5.x to view HTML output.

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.

Current system requirements, subject to change.

5. PRICING NOTES

- 1 SunGard K-12 Education'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 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.