## FOURTH AMENDMENT TO END-USER LICENSE, SUPPORT AND MAINTENANCE AND INTERNET HOSTING AGREEMENT

This **Fourth Amendment to End-User License, Support and Maintenance and Internet Hosting Agreement** (this "Amendment") is entered into June 2, 2015, effective as of July 1, 2015, by and between Excent Corporation a Georgia corporation ("Excent") (formerly Global Education Technologies and successor in interest to Horizon Software Systems, Inc.) and the School Board of Sarasota County, Florida ("Client"), and amends the End-User License and Support Agreement, between Excent and Client (as previously and hereby amended, the "Agreement").

## **RECITALS:**

**WHEREAS**, Excent and Client previously entered into the Agreement pursuant to which Client licensed from Excent the right to access and/or use certain versions of Excent's "Excent Online" Programs (the "End of Life Programs");

**WHEREAS**, the parties subsequently entered into an Amendment to their Agreement, effective as of July 1, 2013, through which Excent provided Client the right to upgrade to Excent's new Enrich Program (the "New Program") on the terms and conditions set forth therein:

- **WHEREAS**, the parties subsequently entered into a Second Amendment to their Agreement, effective as of January 7, 2014, and a Third Amendment to their Agreement, effective as of July 1, 2014, to include revised Statements of Work;
- **WHEREAS**, Client now desires to again expand the Statement of Work to receive additional enhancements to the New Program; and
- **WHEREAS**, in order to accomplish such purposes, the parties desire to enter into this Fourth Amendment to their Agreement as set forth herein.
- **NOW THEREFORE**, for and in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:
- 1. The parties amend their Agreement to include the Statement of Work attached hereto as Exhibit A. Pursuant to the Statement of Work, Excent will provide the enhancements described in exchange for the payment of \$1,187.50 by Client.

2. The parties acknowledge and agree that the remainder of the terms of their Agreement, as amended, shall remain in full force and effect. In the event there is any conflict between the terms of this Fourth Amendment and the Agreement, Amendment, and Second or Third Amendments, the terms of this Fourth Amendment shall control. This Fourth Amendment, together with the Agreement and any prior amendments, sets forth the entire agreement between the parties with respect to the subject matter set forth herein and therein.

**IN WITNESS WHEREOF**, this Fourth Amendment has been duly executed by the parties hereto as of the date and year first written above.

<b>Excent Corporation</b>	
By:	
Title:	
Date:	_
"Client"	
By:	
Title:	
Date:	

Approved for Legal Content,
April 30, 2015 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH