

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

This **Amendment to End-User License, Support and Maintenance and Internet Hosting Agreement** (this "Amendment") is effective as of July 1, 2013, 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 district, state school system, education cooperative or other entity set forth on Exhibit A ("Client"), and amends the End-User License and Support Agreement between Excent and Client attached hereto as Exhibit C (as previously and hereby amended, the "Agreement").

RECITALS:

**WHEREAS**, Excent and Client previously entered into the Agreement with the effective date set forth in Exhibit C 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**, pursuant to this Amendment, Excent is offering Client the right to upgrade to Excent's new Enrich Program as provided on Exhibit A attached hereto (the "New Program") on the terms and conditions set forth herein;

**WHEREAS**, Client desires to upgrade to the New Program; and

**WHEREAS**, in order to accomplish such purposes, the parties desire to amend the 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. Capitalized Terms. Capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings given such terms in the Agreement.

2. Amendment. The Agreement is hereby amended by terminating all rights and licenses granted to Client with respect to the End of Life Programs effective as of December 31, 2013. As of such date, such rights and licenses to access and/or use the End of Life Programs licensed by Client shall be substituted with the same rights and licenses to access and/or use the New Program on the same terms and conditions as contained in the Agreement. All references to Excent's "Excent On-line" Programs in the Agreement shall hereafter be deemed references to Excent's "Enrich" Program. In addition, any provision of the Agreement referencing Client's data that is inconsistent with the following is hereby amended to provide as follows:

"Customer hereby grants to Excent the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Customer data or content necessary or reasonably desirable to perform the Services; (b) use, copy, manipulate and store any Customer data (whether through Customer or its third party service providers) that will be archived, stored or otherwise transmitted in connection with the Services, subject to applicable

requirements under state and federal law; and (c) to aggregate Customer data with data from other clients (“Data Aggregations”) for purposes including, without limitation, product development and quality improvement initiatives. Excent will blind Customer data in such a way as to not divulge student or Personal Information. All Data Aggregations will be the sole and exclusive property of Excent. Customer agrees that the foregoing license includes the right for Excent to access Customer’s Medicaid information for the purpose of calculating invoices.”

3. Professional Services. In addition, Excent agrees to provide to Client the professional services more fully described in Statements of Work executed by the parties from time to time, which professional services will be provided in accordance with the professional services terms attached hereto as Exhibit B (“Professional Services Terms”).

4. Amendment of Arbitration Section. Amendment of Governing Law, Jurisdiction and Arbitration Sections. The Sections of the Agreement entitled Governing Law, Jurisdiction, Venue and Time to Commence Actions and Arbitration are deleted. In their place, the following shall be substituted: This Agreement shall be construed and governed in accordance with the law of the State of Florida. Any action brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.”

5. No Other Modifications. This 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. Except as modified by this Amendment, the Agreement (as previously amended) shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the parties hereto as of the date and year first written above and amends the Agreement between the parties dated July 1, 2013.

**Excent Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Client”**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Content,  
April 25, 2013 by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: ASH

**EXHIBIT A**

**Program and Pricing**

This Exhibit A is attached to and made a part of the Amendment to the End-User License, Support and Maintenance and Internet Data Hosting Agreement by and between Excent Corporation and Client, dated July 1, 2013.

For the purposes of the Agreement and the Amendment to which this Exhibit A is attached the “Client” shall be the following organization:

Sarasota County Schools

Pursuant to the Amendment, the parties have agreed to purchase and provide, respectively, the following products and/or services, which shall replace the products and/or services provided originally under the Agreement:

Enrich Annual Subscription Fees	July 1, 2013	July 1, 2014	July 1, 2015
Enrich IEP Annual Software Subscription fees will increase from \$7.00 to \$9.00 for the actual number of students with IEPs (estimated at 5,913 IEPs as of July 2012)	\$52,290	\$ 53,217	\$ 53,217
Enrich Online Course Online course that provides Enrich IEP product training will be available to anyone in the district that needs IEP training. This fee is for initial setup and ongoing maintenance of the online course.	\$ 2,500	\$ 2,500	\$ 2,500
<b>Total Annual Subscription Fees</b>	<b>\$ 54,790</b>	<b>\$ 55,717</b>	<b>\$ 55,717</b>

Enrich Implementation – One Time Professional Services Fees*	Price
Software installation	
<input type="checkbox"/> Technical setup and server configuration      \$ 11,000 <input type="checkbox"/> Networking integration (security, LDAP)      \$ 4,500 <input type="checkbox"/> Data conversion      \$ 7,000	\$ 22,500

Data imports <input type="checkbox"/> Develop data integration with your SIS \$ N/A <input type="checkbox"/> Data loading \$ 2,000 <input type="checkbox"/> Testing and validation \$ 4,000	\$ 6,000
IEP Configuration <input type="checkbox"/> Implementation of the Florida Edition of Enrich IEP \$ 9,000 <input type="checkbox"/> Services to address configuration modifications for Sarasota County specific processes \$ 8,000 <input type="checkbox"/> District specific forms and data collection \$ 2,500	\$ 19,500
Training Based on a train the trainer model, which includes: <input type="checkbox"/> Seven days of on-site training for Enrich IEP \$ 16,000 <input type="checkbox"/> Ten hours of online (webinar) training and follow up consultation \$ 2,000	\$ 18,000
<b>Total One Time Professional Service Fees</b>	<b>\$ 66,000</b>

**Notes**

The training program will consider the needs of Sarasota County Schools.

**Payment Schedule**

- Professional services payment will be based on these Statements of Work bulleted milestones. Each milestone will be invoiced for payment monthly as the milestones are completed.

Authorizations:

Excent Corporation

Client:

By \_\_\_\_\_  
Its Duly Authorized Agent

By: \_\_\_\_\_  
Its Duly Authorized Agent

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**EXHIBIT B**  
**Professional Services Terms**

This Exhibit is made a part of the End-User License, Support and Maintenance and Internet Data Hosting Agreement by and between Excent Corporation and Sarasota County Schools (Client). In the event of any conflict between these Professional Services Terms and the provisions of the Agreement, these Professional Services Terms shall govern.

1. Services. Upon request by Client, Excent will provide consultants to perform consulting and professional Services to the extent such Services are identified in any mutually agreed upon Statement(s) of Work (“SOW” or “Statement of Work”) more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Services, which SOW(s) shall reference the Agreement and be sequentially numbered. Any material modifications to a SOW (including without limitation modifications to the fees, specifications or work plan) shall be made by written change order, in Excent’s standard form, executed by both parties to this Agreement (a “Change Order”). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable SOW to which it applies and shall become a part thereof.

2. Cooperation. All Services will be coordinated with the designated Client representative, as identified in each SOW. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Excent to perform the Services, and Client shall timely fulfill its obligations and responsibilities set forth in each SOW. To the extent required or as specified in any SOW or work plan, Client shall provide Excent with access to its facilities, software, systems, data, information and support materials to perform the Services. Client acknowledges that Excent’s performance hereunder is contingent on Client’s timely and effective performance of Client’s responsibilities and Client’s timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any Deliverables or to the overall project, Client agrees to extend the time frame for delivery of the Deliverable or project, as applicable, on a day for day basis and compensate Excent for any additional work required as a result of such delay.

3. Project Control. Excent shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Services performed by it pursuant to a SOW. Excent will endeavor to honor a request for a specific consultant, subject to staffing or scheduling considerations; provided, however, Excent reserves the right to determine the assignment of its personnel. Excent may subcontract all or a portion of the Services to a qualified third party. In recognition that Excent personnel may perform similar services for third parties, this Agreement shall not prevent Excent from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Satisfaction with Performance. If at any time Client or Excent is dissatisfied with the performance of an assigned consultant or a Client project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a

replacement. The other party shall use commercially reasonable efforts to address any valid concerns of the dissatisfied party.

5. Compensation. All Services will be provided by Excent on a fixed bid basis at Excent's rates set forth in the SOW #1.

6. Evaluation and Acceptance.

6.1 Evaluation. Both parties acknowledge that timely delivery and acceptance of interim project deliverables may be a prerequisite for downstream efforts, and that delay in delivery or acceptance is likely to jeopardize a project schedule. Unless otherwise stated in a SOW, for a period beginning upon delivery of a deliverable and ending no later than 5:00 p.m. local time on (a) 5 days following the 1st business day following delivery of interim deliverables; or (b) 15 days following the 1st business day following delivery of the final project deliverable ("Evaluation Periods"), Client shall diligently evaluate each deliverable delivered to determine whether the deliverable contains the features, and is capable of performing the operations, that are specifically set forth any specifications in the applicable SOW ("Specifications"). Excent may observe or participate with Client in any evaluation of the deliverables. Additional evaluation times beyond such Evaluation Periods will add additional time (and cost) to the project on a day-for-day basis.

6.2 Acceptance. Prior to the termination of the applicable Evaluation Period, Client shall notify Excent in writing either (a) of its acceptance of the deliverable; or (b) the specific Nonconformity(ies) of the deliverable if Client determines there is any failure of the deliverable to conform in all material respects to its Specifications (a "Nonconformity"). If a Nonconformity exists and notice of the Nonconformity is delivered within the Evaluation Period, Excent shall promptly use commercially reasonable efforts to correct all Nonconformities and re-deliver the corrected deliverable. Upon delivery thereof, Client shall have an additional Evaluation Period to reevaluate the deliverable to determine if the Nonconformities have been corrected. If the Nonconformities have not been corrected, Client will have the option of (i) providing Excent a new notice of Nonconformity within the Evaluation Period; or (ii) accepting the deliverable as-is. The acceptance process described in this Section 6.2 shall be Client's sole remedy for any Nonconformity. "Acceptance" shall be deemed to have occurred upon the earlier of the following: (x) Client's delivery of written acceptance; (y) the end of the applicable Evaluation Period, if no notice of Nonconformity has been received by Excent during such Evaluation Period; or (z) the date the deliverable is used for production use, other than for the purpose of conducting testing.

7. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Amendment and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no SOW is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Excent for all Services provided or performed and expenses incurred prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

8. Additional Services. Any services performed by Excent at the request of Client that are outside the scope of any Services described in the applicable SOW shall be governed by these terms and will be set forth in a mutually agreeable change order or new SOW.

## **EXHIBIT C**

### **End User License and Support Agreement**

See attached.