

# PRODUCT ORDER FORM NUMBER 1 END USER AGREEMENT



Date Prepared: 20-Nov-08

This Product Order Form is entered into by CrossPointe.net, LLC, and the "Client" identified below (collectively "the Parties"), and is effective as of the date signed by CLIENT ("Effective Date"). It will be affixed to and become part of the Master License Agreement (together the "Agreement"). In the event that this schedule conflicts with previous schedules, the most current schedule will control.

<b>Client Name</b>	Sarasota County Schools
<b>Address</b>	1960 Landings Blvd
<b>City, State, Zip Code</b>	Sarasota, FL 34231
<b>Attn:</b>	Bob Hanson

## SECTION 1 - LICENSE FEES

	Maximum Concurrent Users	License Type	Software License Fee	Remarks
<b>CrossPointe.net Student Records:</b>	Unlimited	Object Code	\$1,275,000	
Activities & Fees      Health				See Section 5 - #1
Attendance            Scheduling				
Discipline            Special Programs				
Demographics        Testing/Assessment				
Grade Reporting      Enrollment				
Transportation        Transcripts				
<b>CrossPointe.net Teacher / Parent / Student Portals:</b>	Unlimited	Object Code	\$0	Included at no charge
Assignment Manager    Gradebook				See Section 5 - #2
Attendance Manager    Parent Portal				
Teacher Portal          Student Portal				
Course Recommendations				
<b>CrossPointe.net Human Resources / Payroll:</b>	Unlimited	Object Code	\$1,700,000	
Personnel Records      Payroll				See Section 5 - #3
Checks, W2's            Employee Images				
Benefits Administration    Position Control				
Applicant Tracking        Budget Preparation				
<b>CrossPointe.net Employee Portal:</b>	Unlimited	Object Code	\$0	Included at no charge
Employee Portal          Timesheet Entry				See Section 5 - #3
<b>CrossPointe.net Financial Management:</b>	Unlimited	Object Code	\$1,487,500	
Budget Management      Financial Reporting				See Section 5 - #4
Accounts Payable        General Ledger				
Bid Preparation          Purchasing				
Accounts Receivable      Budget Forecasting				
Asset Mgmt                Warehouse/Inventory				
<b>CrossPointe.net State Reporting:</b>	Unlimited	Object Code	\$0	Included at no charge
Includes UDR - User Defined Reporting				
<b>Sarasota Specific Customizations</b>				
Sarasota Specific          Customizations				See Section 5 - #5
sub-total			<b>\$4,462,500</b>	

**SECTION 2 - MAINTENANCE & SUPPORT**

	Yearly Cost	Remarks
<b>1st Year Maintenance</b> <b>Start Date:</b> After 60 day Initial Support Period. <b>End Date:</b> 12 months after Initial Support Period	\$500,000	See Section 5 - #6 See Section 5 - #10
<b>2nd Year Maintenance</b>	\$500,000	
<b>3rd Year Maintenance</b>	\$550,000	
<b>4th Year Maintenance</b>	\$600,000	
<b>5th Year Maintenance</b>	\$600,000	
<b>6th -8th Year Maintenance</b>		See Section 5-#11

**SECTION 3 - PROJECT FEES**

	Price	Remarks
<b>Installation Services</b>		
CrossPointe.net Financial Management      Dec 10, 2008 - July 1, 2010	\$564,259	See Section 5 - #7
CrossPointe.net HR/ Payroll & Portal      Dec 10, 2008 - July 1, 2010	\$760,489	
CrossPointe.net Student Records & Portals      Dec 10, 2008 - March 30, 2011	\$609,945	
<b>Data Conversion</b>		
CrossPointe.net Financial Management      Dec 10, 2008 - Jun 1, 2009	\$417,740	
CrossPointe.net HR/ Payroll & Portal      Dec 10, 2008 - Jun 1, 2009	\$386,318	
CrossPointe.net Student Records & Portals      Dec 10, 2008 - March 30, 2010	\$839,019	
<b>Training</b>		
CrossPointe.net Financial Management      Dec 10, 2008 - July 1, 2010	\$281,367	
CrossPointe.net HR/ Payroll & Portal      Dec 10, 2008 - July 1, 2010	\$337,906	
CrossPointe.net Student Records & Portals      Dec 10, 2008 - March 30, 2011	\$684,940	
Finance Subject Matter Expert Services      Dec 10, 2008 - July 1, 2010	\$469,020	
Human Resources Subject Matter Expert Services      Dec 10, 2008 - July 1, 2010	\$403,126	
Student Information Subject Matter Expert      Dec 10, 2008 - March 30, 2011	\$549,197	
Project Management      Dec 10, 2008 - March 30, 2011	\$920,179	
Program Director      Dec 10, 2008 - March 30, 2011	\$113,995	
Fixed Price Delivery Contengecy	\$200,000	
Subtotal - professional fees	<b>\$7,537,500</b>	

**SECTION 4 - PAYMENT TERMS**

	Software License Fees	Professional Services	Totals	
<b>Total Fees</b>	\$4,462,500	\$7,537,500	\$12,000,000	
<b>Total Due</b>	<b>\$4,462,500</b>	<b>\$7,537,500</b>	<b>\$12,000,000</b>	See Section 5 - #8 & #9 for payment terms
<i>Pricing shown is effective until December 31, 2008.</i>				

## SECTION 5 - SPECIAL TERMS AND CONDITIONS

**All pricing stated in this Product Order Form represent discounts specifically provided to Sarasota County Schools for a First-in-Florida Partnership.**

#1 - To include items identified as "Baseline Features" in the Sarasota Student Information System Upgrade Gap Analysis - Attachment B.

#2 - To include items identified as "Baseline Features" in the Sarasota Gradebook & Parent Portal System Upgrade Gap Analysis - Attachment C.

#3 - To include items identified as "Baseline Features" in the Sarasota Human Resources / Payroll System Upgrade Gap Analysis - Attachment D.

#4 - To include items identified as "Baseline Features" in the Sarasota Finance System Upgrade Gap Analysis - Attachment E.

#5 - Items identified as "Sarasota Specific Customization" in all Sarasota System Upgrade Gap Analysis documents will be provided to Sarasota County Schools at no additional cost.

#6 - See Master License Agreement and Software Maintenance Agreement for definitions and description of support and support periods. Software Maintenance Agreement Renewal will be renegotiated after year 5.

#7 - See Statement of Work Attachment A for complete description of services delivery.

#8 - License Fees are due upon signing of both parties.

#9 - Services Costs are due upon the following schedule:

\$593,460 - upon signing

\$593,460 - upon sign-off for software installation

\$208,212 - upon sign-off for initial conversion of Finance data

\$189,425 - upon sign-off for initial conversion of HR/Payroll data

\$434,013 - upon sign-off for initial conversion of Student Information data

\$521,917 - upon sign-off for user acceptance of Finance System

\$527,354 - upon sign-off for user acceptance of HR / Payroll System

\$208,212 - upon sign-off for final conversion of Finance data

\$191,087 - upon sign-off for final conversion of HR/Payroll data

\$456,677 - upon sign-off for preliminary 'go-live' of Finance System

\$527,817 - upon sign-off for preliminary 'go-live' of HR / Payroll System

\$852,010 - upon sign-off for user acceptance of Student Information System

\$483,659 - one year from signing

\$437,820 - upon sign-off for final conversion of Student Information data

\$568,006 - upon sign-off for preliminary 'go-live' of Student Information System

\$131,622 - upon one year from preliminary 'go-live' of Finance System

\$227,990 - upon one year from preliminary 'go-live' of HR / Payroll System

\$189,334 - upon one year from preliminary 'go-live' of Student Information System

\$200,000 - Fixed Priced Contingency Services - will be billed as incurred

#10 - Client's Product Warranty is not limited to the 60 day Initial Support Period. Instead, Client's Product Warranty continues throughout the term of the Master License Agreement, and provides Client with the opportunity to repair or replace the Products during the license, or to receive a full refund of License Fees or Service Fees. Specifically, pursuant to paragraph 7 of the Master License Agreement, CrossPointe.net provides Client with a Product Warranty. Pursuant to Paragraph 9(a) of the Master License Agreement, CrossPointe.net will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty. Pursuant to Paragraph 9(b) of the Master License Agreement, if CrossPointe.net does not comply with Section 9(a) within the Cure Period, the Client may recover direct damages for the CrossPointe.net Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe.net.

#11 - 6th year maintenance will be the lesser of either current market prices charged for the same products at the same FTE rate or a 25% increase to \$750,000.00.

7th year maintenance will be the lesser of either current market prices charged for the same products at the same FTE rate or a 10% increase to \$825,000.00.

8th year maintenance will be the lesser of either current market prices charged for the same products at the same FTE rate or a 10% increase to \$907,500.00.

Notes:

1. Items identified as Future Considerations in all Gap Analysis Attachments are not included in this agreement and may be considered for implementation in future software releases by CrossPointe.

2. As per agreement, pricing for Career and Technical Education (CTE) System, if the CTE product is purchased within 12 months of signing of this agreement.

- Software License - \$350,000

- Maintenance & Support

- Years 1 & 2 - \$52,500 each

**THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS PRODUCT ORDER FORM**

**For CrossPointe. net, LLC**

**Sarasota County Schools**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Joan Keebler  
(Printed Name)

\_\_\_\_\_  
Chief Executive Officer  
(Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Larry Plasil  
(Printed Name)

\_\_\_\_\_  
Chief Technical Officer  
(Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Reg Maton  
(Printed Name)

\_\_\_\_\_  
Chief Information Officer  
(Title)

\_\_\_\_\_  
750 S. Orlando Ave  
Suite 2018

\_\_\_\_\_  
Orlando, Florida 32804  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Caroline G. Zucker  
(Printed Name)

\_\_\_\_\_  
Sarasota County School Board - Chair  
(Title)

\_\_\_\_\_  
District Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date