

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

This **Third Amendment to End-User License, Support and Maintenance and Internet Hosting Agreement** (this “Amendment”) is entered into June 17, 2014, effective as of July 1, 2014, 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, to include a revised Statement of Work;

WHEREAS, Client now desires to again expand the Statement of Work to receive additional configuration enhancements to the New Program; and

WHEREAS, in order to accomplish such purposes, the parties desire to enter into this Third 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 configuration enhancements described in exchange for the payment of \$500 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 Third Amendment and the Agreement, Amendment, and Second Amendment, the terms of this Third Amendment shall control. This Third 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 Third Amendment has been duly executed by the parties hereto as of the date and year first written above

Excent Corporation

By: _____

Title: _____

Date: _____

“Client”

By: _____

Title: _____

Date: _____

Approved for Legal Content,
May 17, 2014 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

Statement of Work



May 13, 2014

SARASOTA COUNTY SCHOOL BOARD

Project Scope

This Statement of Work has been initiated by SARASOTA COUNTY SCHOOL BOARD for configuration enhancements of **ENRICH Gifted and Special Education**. The following list of items is based on requirements gathering discussions.

Change Request	Estimated Hours	Comments
Summer Changes to Gifted	.75 hours	Please see attached email to this case for specific details.
Summer Changes to Special Education	1.25 hours	Please see attached email to this case for specific details.

Delivery

Scheduling of the **summer configuration work** can begin upon the approval of the above project scope. Written, faxed or e-mail approval will be accepted. Once approval has been received, the work will be scheduled for initial delivery **45 days** from start date. This deadline is an estimate based on current scope of work and other project delivery schedules at **Excent Corporation**. While we will make every effort to meet this delivery date, Excent Corporation makes no guarantee that the work will be completed and delivered by that date. To initiate this statement of work, sign below and provide purchase order or billing information.

Cost Estimate

Item	LaborHours	Rate/Hour	Extended Cost
Project Management			
Lead Design and System Engineer			
Development	2.0	\$250	\$500
Testing			
Documentation			
Installation			
Training			
Annual Maintenance (Help Desk)			
		Total	\$500

Statement of Work



This is a fixed rate statement of work. Any changes and modifications to the scope may result in additional charges billed at the appropriate hourly rate and a delay in delivery.

Approval

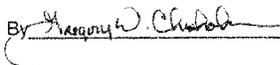
Customer hereby acknowledges that as between (Customer and Excent) that Excent is the owner of all rights, title and interest in and to the Licensed Software and related documentation. Except for the license rights granted herein Company retains all rights, title and interest in and to the Licensed Software and the documentation, as modified, enhanced or upgraded by or for the Company from time to time, whether in source code or object code form, including, but not limited to, all patent, copyright, trademark, trade secrets, and other proprietary rights, and worldwide marketing, licensing, or sublicensing rights with respect to the Licensed Software and the documentation. Title to each copy of the Licensed Software and the documentation shall remain with the Company. Customer shall neither use nor disclose all or any portion of the Licensed Software or documentation, except as expressly permitted by the Company. Except as expressly permitted under this Agreement, Customer shall not copy, modify, rent or reproduce the Licensed Software or documentation in any way, nor shall it permit third parties to do so.

Your signature below indicates approval of the project described above and intent to pay for the services as detailed in this statement. Any modifications to the scope and/or details of the project specified above may result in additional charges. **Development work will not begin without this signed SOW and receipt of Purchase Order.**

Authorizations:

Excent Corporation

Customer:

By 

By _____

Title VP CUSTOMER CARE & SERVICES

Title _____

Date 5/13/14

Date _____