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Education & Municipal Law

October 9, 2014

VIA: EMAIL (berardinelli@deforestlawfirm.com)
David Berardinelli, Esquire
DeForest Koscelnik Yokitis & Berardinelli
30th Floor Koppers Building
Pittsburgh, PA 15219

RE: ALLEGHENY COUNTY CONTROLLER OFFICE / J.D. EDWARDS

Dear Mr. Berardinelli:

I have transmitted your request for the Oracle license to the County Controller staff. At this point, it has not been located. However, I can advise you of the following:

The County paid $1,000,000 for the original license and an additional $11,000,000 for configuration of the hardware and software. The City of Pittsburgh paid approximately $2,600,000 for its license and approximately $750,000 to go live, implement the general ledger, accounts payable, procurement and some inventory through the shared services center as well as paying $1,000,000 to denovo for the City payroll line. At the time of these transactions, the County's position was clear. The County would assist the City but not add any additional costs to the County. The City intended to spend approximately $10,000,000 to implement its own system which was the basis for the position of the County that no additional cost accrued to it. As a final matter, the City made representations that the Pittsburgh Water and Sewer Authority would become part of the program, which, of course, defray the costs to the City and County further. That has not occurred.

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The Controller staff will continue to attempt to locate the license. I felt this information would be of assistance to you.

Very truly yours,

Ira Weiss

IW:ts

cc: Honorable Chelsa Wagner, County Controller (via: email)
Amy Griser, Deputy Controller (via: email)

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October 14, 2014

VIA: EMAIL (berardinelli@deforestlawfirm.com)
David Berardinelli, Esquire
DeForest Koscelnik Yokitis & Berardinelli
30th Floor Koppers Building
Pittsburgh, PA 15219

RE: ALLEGHENY COUNTY CONTROLLER OFFICE / J.D. EDWARDS

Dear Mr. Berardinelli:

I am attaching a copy of the Agreement between the County of Allegheny and J.D. Edwards which has been provided to me by the Deputy Controller, Amy Griser. She has been unable to locate an executed copy. Please note that the date of preparation appears to be April, 2001.

Should you have any questions, please contact me.

Very truly yours,

Ira Weiss

IW:ts

cc: Honorable Chelsa Wagner, County Controller (via: email)
Amy Griser, Deputy Controller (via: email)
Lynn Griffin (via: email)

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2001 by and between the **COUNTY OF ALLEGHENY**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the County".

A
N
D

J.D. Edwards World Solutions Company with offices at One Technology Way, Denver, Colorado, 80237, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, the County deems it necessary and in the public interest to obtain an Enterprise Resource System, and accordingly issued an RFD on August 25, 1999 to determine which of the ERP Software finalists would be selected for the Department of Human Services to do a Financial and Human Resources Integration Project. The selection of the J.D. Edwards software package from 70 submissions to the County on November 9, 1999 as the package that best fit the County's requirements was on e of the outputs from this RFD and is the reason that this is called a Sole Source Contract.

Accordingly, the County wishes to obtain said software and the necessary professional technical and training services from Company to assist the County in connection with the installation and support of this system,

WHEREAS, the County is desirous of replacing its current computer financial information software system known as FAMIS with a more modern software system that will enable the County's Controller, (hereinafter "the Controller"), and other County departments and offices to deliver meaningful financial and operational data needed to effectively control and manage the County's

resources.

WHEREAS, County will use such services for the installation of the system and thenceforth on an "as needed basis"

WHEREAS, Company wishes to provide said services for the County; and,

WHEREAS, County is desirous of contracting with Company.

NOW, THEREFORE, the County and Company agree and contract as follows:

1. ENGAGEMENT

The County hereby engages the professional services of Company in a joint project of and jointly supervised by the Chief Information Officer, (hereinafter "the CIO") or his authorized representative or delegate and the Controller of the County of Allegheny, (hereinafter "the Controller") or his authorized representative or delegate to provide contracted software and professional services in connection with the procurement of the J.D. Edwards One World System. Company hereby accepts this engagement and agrees to adhere to applicable professional standards in fulfilling its obligations of the engagement as set forth herein.

2. SCOPE OF SERVICES

Company agrees to provide software, professional services and advice contained in this Agreement and other Attachments to this Agreement.

3. DEFINITIONS

For purposes of this Agreement, the following terms shall mean:

(A). Accessory Software

Software delivered with the Licensed Products but which require County to agree to a separate license with a third party (such as a "pop up", "shrink wrap", "click wrap" or other license) prior to their use.

(B). Affiliate(s)

Those entities under common control and ownership of the entity first identified as the County above. Common control and ownership is defined as direct or indirect ownership of a voting interest of greater than fifty percent (50%) or the right or power, directly or indirectly, to elect a majority of the Board of Directors. County agrees to confirm the Affiliate status of an entity upon request by Company. In the event an Affiliate ceases to

comply with this definition, this Agreement will terminate solely as it relates to the former Affiliate in accordance with this Agreement.

(C). Attachment(s)

The document(s) by which County licenses the Licensed Products and orders Services and/or Maintenance and which shall, upon signature of both parties, be incorporated into this Agreement.

(D). Client(s)

The computer (including operating system) or device used by Licensed Users to access and use the Licensed Products through the means of an end user software program or interface (including a web-browser or Java-enabled interface) and which processes and/or issues commands for processing on a Server. These include, but are not limited to, personal computers, network computers, Microsoft Windows Terminals, and other similar hardware or display devices.

(E). Confidential Information

The a) Licensed Products, b) Developed Software and c) other information of the parties when it is presented in printed, written, graphic, or photographic or other tangible form (but including information received, stored or transmitted electronically) and marked as "Confidential", "Proprietary", "Discloser Private", or "Restricted" by the Discloser. Confidential Information also includes information of the parties, when presented in oral form, that is recorded as written minutes or notes of such oral presentations and which are marked "Confidential" and provided to Recipient within thirty (30) days after the date of disclosure.

(F). County System(s)

The Deployment Server(s), associated enterprise server(s), Clients, application and database servers, and other Servers on which the Licensed Products are installed and/or deployed by County.

(G). Deployment Server(s)

The Server designated on an Attachment to this Agreement and utilized to deploy the Licensed Products to the Clients, enterprise server and/or other Servers on which the Licensed Products reside in a distributed network environment.

(H). Derived Software

Software programs or modifications to the Software created through the use of a development tool licensed hereunder and developed by County, its employees or third party agents (not Company).

(I). Developed Software

Software programs or modifications to the Licensed Products developed by Company for County in this Agreement including source (if any) and object code for such Developed Software and any related documentation.

(J). Discloser

The party disclosing Confidential Information.

(K). License Fee(s)

The fee defined in this Agreement.

(L). Licensed Product(s)

The computer programming code, including object code and any source code which may be provided, for the software programs identified as Licensed Products in each Attachment to this Agreement, any Software Updates and the Published Product

Specifications. The Licensed Products do not include Accessory Software.

(M). Licensed Users

Users licensed to access and use the Licensed Products in accordance with any user type definition(s) contained in the Attachment(s) to this Agreement.

(N). Period of Coverage

The time period during which the Maintenance services shall be available under this Agreement. The initial Period of Coverage begins at the completion of the Initial Maintenance Period.

(O). Published Product Specifications

All on-line help material included within the Licensed Products and all of the user, technical, and training guides (in whatever media) associated with the Licensed Products, as they may exist from time to time.

(P). Recipient

The party receiving Confidential Information.

(Q). Response Line

Services provided by worldwide County support including telephone support during normal Response Line hours and Company' web-based County solution center.

(R). Server

A device (including operating system) that processes the commands or requests of a Client or multiple Clients, and/or that stores information for use by such Client(s).

(S). Software

The Licensed Products and Developed Software.

(T). Software Updates

Program updates and new system versions and releases provided during the Initial Maintenance Period and any additional period of Coverage.

(U). Supported Platform(s)

The hardware and software platforms which are supported by J.D. Edwards for a specific release of the Licensed Products as documented from time to time in the Published Product Specifications.

(V). Initial Maintenance Period

The **thirty six (36) months** following delivery of the Licensed Products to County's first designated site during which Maintenance shall be provided to County at no charge.

4. SOFTWARE LICENSE ("LICENSE")

A. LICENSE GRANT

(1.) Subject to the terms and conditions in this Agreement, Company grants to County a non-exclusive, non-transferable, perpetual limited license to use the Licensed Products on the County System(s) indicated in any Attachments executed from time to time by the parties. Company represents that it possesses all rights and interests in the Licensed Products necessary to enter into this Agreement. County has the right to use only the Licensed Products selected on any Attachment to this Agreement and shall have no right to use any other Licensed Products that are delivered to County but not selected and licensed hereunder.

(2.) Subject to the terms and conditions in this Agreement Company grants to County a non-exclusive, non-transferable perpetual limited license to use any Developed Software.

(3.) Company grants to County the right to create Derived Software without the consent of Company. County shall own all right, title and interest in any Derived Software except Company shall retain sole ownership of such portions of the Derived Software that contain part or all of the Software. Use of such Software included in the Derived Software shall remain subject to the provisions of this Agreement.

5. LICENSE USE

(A.) County shall use the Software only on the County System(s) identified in Attachments attendant to this Agreement or identified in writing as provided pursuant to subsection (D) of this section. County shall not copy the Software without the written permission of Company except for a reasonable number of copies necessary for County's backup, archival, and in-house disaster recovery purposes. Subject to the notification provisions contained in this Agreement, County may also copy the Software as reasonably necessary to support the maximum number of Licensed Users licensed under this Agreement. County will reproduce and include the patent, copyright, trade secret, trademark or other restrictive and proprietary legends from the original on all copies. All copies will be subject to the terms of this Agreement. County shall not allow the Software to be used by anyone other than its employees, except for those accesses provided for under this Agreement. The Software may not be used or sublicensed by County for the purpose of commercial timesharing, service bureau or other rental or sharing arrangements. Company may, from time to time, deny County the right to license in or move the Software to certain countries in order to protect Company's intellectual property interests.

(B) County shall not:

(i) reverse engineer any part of the Software, provided, however, that if the Licensed Products are located in a jurisdiction whose laws explicitly permit some form of reverse engineering, County may do so solely to the extent so permitted by such law and County agrees to notify Company prior to doing so;

(ii) distribute, sell or otherwise transfer any part of the Software; and

(iii) remove the patent, copyright, trade secret, trademark, or other proprietary protection legends or notices that appear on or in the Software.

(C) County may provide for disaster recovery services on a computer system provided for such purpose by a third party organization. The Software loaded upon a disaster recovery system will only be operational, other than for disaster recovery test purposes, in case of disaster conditions and inoperability of the County System(s). County agrees to cease using the Software on the disaster recovery system immediately upon restoration of the County System(s) to proper operating condition. County agrees to provide Company an original of Company Non-disclosure Agreement executed by the third party organization and notice of the location, computer type, and model and serial number (if applicable) of the cpu(s) on which the Licensed Products will be installed. County agrees to be fully responsible to Company for all damages for any unauthorized use, disclosure, or duplication of the Software resulting from its possession by the third party organization.

(D) County shall notify Company in writing of any of the following changes:

(i) a reallocation of the number of Licensed Users for any Deployment Server(s) or County System(s).

(ii) a change in any model, feature, serial number, and allocation of Licensed Users for an

AS/400 on which the WorldSoftware™ is installed.
In addition, County shall provide fifteen (15) days advance written notice for any change in the type of Supported Platform for any County System.

6. THIRD PARTY ACCESS

Company agrees that County may allow its Customers, vendors or other entities in a similar relationship to County to access the Licensed Products and use the same for the purpose of conducting inquiries and other limited activities so long as County can demonstrate the following:

(i) none of the aforementioned entities, at any time, has access to J.D. Edwards' source code;

(ii) their access is restricted to screen access and to those specific functions they are required to perform;

(iii) under no circumstances will they use the Software to operate their own businesses;

(iv) the provision of Company software or services is not the primary purpose, value, performance, or cost of the relationship between County and the entity;

(v) the entity does not compete with Company;

(vi) such access is not a violation of the Export Controls section of this Agreement, and

(vii) each such user shall be licensed as a Licensed User under this Agreement.

In consideration of this grant of access by Company, County agrees to take all necessary steps to insure that the Licensed Products and the trade secret, proprietary and/or confidential information contained within the Licensed Products are not disclosed under this provision to any person other than the entities described above who have a need for access and use as provided above. County further agrees to be responsible for all the acts and omissions of the third parties who are granted access under this section as if they were County's own acts or omissions, and County agrees to indemnify Company against any damages it incurs resulting from such accesses.

7. AUDIT

On Company's written request, not more frequently than annually, County shall furnish Company with a signed certification (i) verifying that the Licensed Products are being used pursuant to the provisions of this Agreement and Attachment(s), including the limitations on Licensed Users; and (ii) listing the locations and types of the County System(s), and the location of the Licensed Users (including user type) associated with each County System and at any other location accessing the County System(s) via remote access. Company, not more frequently than annually and at its own expense, may audit County's use of the Licensed Products. Any such audit shall be conducted during regular business hours at County's facilities and shall not unreasonably interfere with County's business activities. If a certificate or an audit reveals that County has underpaid fees to Company, County shall be invoiced for such underpaid fees at Company's then-current list prices for the actual number of users.

8. SOFTWARE SERVICES AND TRAINING ("SERVICES")

SERVICE PROVISION

(A) Company shall own all right, title and interest in and to any Developed Software provided to County pursuant to this Agreement. County and Company further agree that

Developed Software provided to County shall be neither a "work made for hire" nor a "specially commissioned work" as these are defined under U.S. copyright law.

(B) Company will use reasonable efforts to perform the Services according to its estimates and time schedules but causes beyond Company's control may cause delays in implementing the Services. Such causes may include changes to County's business plans or practices, or County's alteration of project plans, resource commitments, or specifications.

(C) County acknowledges that the Services can be obtained from vendors other than Company and that County's decision to purchase such Services from Company was made independently of County's decision to license Company's Licensed Products.

9. MANAGEMENT CONTROL AND RELATIONSHIP OF PARTIES

(A) During a software implementation or other similar project, Company consultants will work with and under the direction of County's project team. The direction to be provided by County's project team includes, but is not limited to, the creation of a detailed project plan and the scheduling of County's internal and external resources.

(B) Each party shall give written notice to the other party of the key personnel it shall assign from time to time to perform any software implementation or other similar project hereunder.

(C) Either party may request at any time the removal of any individual assigned to a project covered by this Agreement if that party:

(i) believes that individual is not qualified to perform the services required by the project or does not meet appropriate professional standards; and

(ii) previously provided the other party with written notice of the problem and a reasonable opportunity to remedy the situation, considering the gravity and nature of the problem. Replacement personnel, if any, must have sufficient qualifications.

10. COMPANY PERSONNEL AND OBLIGATIONS

(A) Company does not undertake to perform any obligation of County, whether regulatory or contractual, or to assume any responsibility for County's business or operations. Company has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by Company, except as otherwise provided in this Agreement.

(B) County will inform and Company will comply with all reasonable workplace standards and policies, applicable to County's employees, while Company personnel are physically located at County's premises.

(C) Company may subcontract the performance of any of the Services. Company shall be responsible for all performances under this Agreement by its subcontractors and any references to "Company's personnel" shall be deemed to include any subcontractor or any subcontractor's personnel.

11. SOFTWARE UPDATES/RESPONSE LINE ("MAINTENANCE")

A. MAINTENANCE SERVICES

(1.) Maintenance includes the Software Updates and Response Line services. County may request and Company will provide Maintenance for the Licensed Products licensed

by County under this Agreement to the same extent and degree that Company makes such Maintenance generally available to its Customer's. County may not elect to exclude any of the Licensed Products or Licensed Users from the Maintenance services during the Period of Coverage. If the Licensed Products are being used in a client/server or distributed network environment, County agrees to make a reasonable effort to establish and maintain an internal competency center or help desk which provides a central point of contact with Company's Response Line to coordinate the Maintenance provided under this Agreement.

(2.) Unless canceled by either party by written notice no less than thirty (30) days prior to the end of the Period of Coverage, County agrees that the Period of Coverage for Maintenance shall automatically extend for one (1) year at Company's then current prices.

(3.) Maintenance shall be provided in accordance with Company's policies in effect at the beginning of each annual renewal of the Period of Coverage. Fees for reinstatement of lapsed Maintenance shall be charged in accordance with Company's policy for reinstatement fees in effect on the date of such reinstatement.

(4.) All software or data delivered by the Response Line shall become part of the Licensed Products.

(5.) County is responsible for the installation of upgrades from one release to the next of the Licensed Products.

12. PROPRIETARY RIGHTS

(A.) The Software provided under this Agreement has substantial monetary value and is proprietary to J.D. Edwards Source. The Software contains trade secrets, inventions, ideas, data, source and object codes, and other works of authorship protected by copyright and trade secret laws, and may be the subject of one or more pending patent applications or issued patents. The Licensed Products may also include copyrighted and proprietary material of third parties for which J.D. Edwards and J.D. Edwards Source have been granted a right to use and distribute. J.D. Edwards Source and any third party suppliers shall retain ownership of all rights, title and interest to their respective portions of the Licensed Products and all releases thereof. All enhancements and modifications made by Company which are provided under the warranty or Software Update provisions of this Agreement will remain proprietary to J.D. Edwards Source.

(B.) Upon knowledge of any unauthorized possession or use of, or access to, any Software licensed hereunder, County shall notify Company as soon as possible. County shall promptly furnish Company with full details of such situation, assist in preventing any recurrence thereof, and cooperate at Company's expense in any litigation or other proceedings reasonably necessary to protect the intellectual property rights of J.D. Edwards' and J.D. Edwards Source.

(C.) The Licensed Products contain software protection procedures which, in the event of unauthorized use, may limit access to the Licensed Products or which may limit the number of users having access to the Licensed Products. The function of these software protection procedures is more fully documented in J.D. Edwards Source Published Product Specifications. The software protection procedures contained in the Licensed Products will only limit access to the Software and will not destroy any of County's programs or data. If the software protection procedures have been enabled when there is

no unauthorized use by County, Company will, on a highest priority basis, assist County in returning to normal operations at no charge to County.

13. MUTUAL NONDISCLOSURE

Pursuant to this Agreement, each party may, from time to time, furnish the other party to this Agreement with certain Confidential Information. Recipient will use the same care to avoid disclosure of such Confidential Information as it uses with its own similar confidential information which it does not wish to disclose, but such standard of care shall not be less than a reasonable standard of care. The Confidential Information, including any trade secret, confidential or proprietary information contained within the Confidential Information, is not to be disclosed to any persons other than the employees of Recipient. However, Confidential Information may be disclosed to counsel, consultants, subcontractors or agents of the Recipient who have a need to know, have been instructed that it is Confidential Information, and who have executed a nondisclosure agreement substantially in the form of this section of the Agreement prior to such disclosure. The disclosure of Discloser's Confidential Information does not grant to the Recipient any license or rights to any trade secrets, or under any patents or copyrights, except as expressly provided by the licenses granted in this Agreement. Except as otherwise provided in this Agreement, all Confidential Information is provided by the Discloser on an "as is" basis. The obligations of Recipient with respect to any particular portion of Confidential Information shall terminate (or shall not attach) when any of the following occurs:

(i) It was in the public domain at the time of Discloser's communication to Recipient.

(ii) It entered the public domain through no fault of Recipient subsequent to the time of Discloser's communication to Recipient.

(iii) It was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication to Recipient.

(iv) It was independently developed by Recipient.

(v) Its disclosure is required by law, valid subpoena, or court or government order, provided, however, that Recipient provides prompt notice of such required disclosure and Recipient shall have made a reasonable effort to obtain a protective order or other reliable assurance affording it confidential treatment and limiting its use solely for the purpose for which the law or order requires.

14. WARRANTIES

(A.) Licensed Products:

i) Company warrants that for a period of six (6) months following the date of delivery of the unmodified Licensed Products to County's first designated site, the Licensed Products will perform in all material respects in accordance with J.D. Edwards Source Published Product Specifications in effect at the date of this Agreement. Company further warrants that J.D. Edwards Source Published Product Specifications are accurate in all material respects.

ii) Company warrants that the Licensed Products, when used in accordance with its Published Product Specifications, upon installation shall in all material respects be capable of accurately processing, providing and/or receiving date data from, into, and between the twentieth and twenty-first centuries (including the years 1999 and 2000 and

leap year calculations), provided that all other products (e.g. hardware, software, middleware, firmware, and any other systems) used in combination with the Licensed Products properly exchange date data with the Licensed Products. In addition, for existing Customers who have previously licensed the WorldSoftware™, this warranty shall not apply to WorldSoftware™ Release A7.2, CUM 7 and all earlier CUMs or Releases of the World Software, and it also shall not apply to WorldSoftware™ Release A7.3, CUM 1 through CUM 3.

iii) Company shall have no responsibility for problems in the Licensed Products included under (i) and (ii) above which are caused by alterations or modifications made by County or a third party, arising out of the malfunction of County's equipment, or caused by other software products not licensed by Company.

(B) Services:

(i) Company warrants that the Services supplied under this Agreement shall be performed in a professional and workmanlike manner.

(ii) Company warrants that the unmodified Developed Software shall operate in all material respects in accordance with the written, mutually agreed upon specification for such Developed Software from the date of completion of such Developed Software for a period of ninety (90) days. However, Company shall have no responsibility for problems in the Developed Software caused by alterations or modifications made by County or a third party, or arising out of the malfunction of County's equipment or other software products not licensed by Company.

(C) Maintenance:

During the Period of Coverage, Company warrants that the unmodified Licensed Products will perform in all material respects in accordance with J.D. Edwards Source Published Product Specifications as they may exist during the Period of Coverage. Such Published Product Specifications shall be accurate in all material respects but shall be subject to amendment from time to time to conform with functionality contained in new releases of the Licensed Products. During the Period of Coverage, Company also warrants that the Licensed Products will comply with the warranty contained in this Agreement.

15. WARRANTY EXCLUSION

(A) THIS AGREEMENT PROVIDES LICENSES AND SERVICES AND IS NOT A SALE OF GOODS.

(B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ACCESSORY SOFTWARE OR ANY MODIFIED PORTIONS OF THE SOFTWARE.

(C) COMPANY MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF ANY HARDWARE OR THIRD PARTY SOFTWARE TO ATTAIN SOME OR ALL OF THE PERFORMANCE OBJECTIVES OF COUNTY. MANY FACTORS, INCLUDING BUT NOT LIMITED TO THE TYPE OF NETWORK, THE AMOUNT OF TOTAL NETWORKTRAFFIC, AND THE TYPE AND PATTERN OF USAGE OF THE LICENSED PRODUCTS OR OTHER SOFTWARE ON THE NETWORK WILL IMPACT THE

PERFORMANCE OF THE LICENSED PRODUCTS INSTALLED ON SUCH NETWORK. THE LICENSED PRODUCTS, WHEN INSTALLED IN A CLIENT/SERVER OR OTHER TYPE OF DISTRIBUTED NETWORK ENVIRONMENT, ARE SUBJECT TO CERTAIN MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS PROVIDED BY COMPANY TO COUNTY, INCLUDING BUT NOT LIMITED TO, THE ENTERPRISE SERVER, DEPLOYMENT SERVER, AND CLIENTS.

16. EXCLUSIVE REMEDIES

For any breach of warranties contained in this Agreement, County's exclusive remedy shall be as follows:

(A) Licensed Products: County shall have six (6) months following delivery of the Licensed Products to County's first designated site to verify that the Licensed Products comply with the warranties contained in this Agreement. County shall provide written notice of any such nonconformance to Company within this six (6) month period. Such notice shall be in sufficient detail to allow Company to duplicate the nonconformance. Company shall, at no additional charge, correct such nonconformance or provide a mutually acceptable plan for correction by sixty (60) days following the receipt of County's notice by Company. Should Company fail to provide such correction or mutually acceptable plan by such date, County's sole and exclusive remedy shall be to terminate this Agreement by written notice in accordance with the termination provisions contained in this Agreement. Such notice of termination must be received by Company within fifteen (15) days following the date for correction or plan for correction. Upon such notice of termination, County shall be entitled to receive a refund of the License Fee(s) paid.

(B) Services:

(i) County is entitled to re-performance of the Services, or if Company cannot perform the Services as warranted, County is entitled to a refund of the fees paid to Company for the Services not in conformance with the warranty.

Company agrees to correct, at no charge, all material nonconformances in the Developed Software of which Company receives written notification during the ninety (90) day warranty period. If a material nonconformance is incapable of correction, it shall be considered a breach of warranty and County shall be entitled to return the nonconforming Developed Software and receive a refund of fees paid for the nonconforming Developed Software.

(C) Maintenance:

Company agrees to correct any material nonconformance as described in this Agreement at no additional charge subject to the following conditions. Company's obligation to provide corrections under this provision shall apply only to i) the most current release of the Licensed Products, and ii) the next preceding release of the Licensed Products but only during the six (6) months after the general availability date of the most current release. However, this limitation does not limit County's access to corrections generally made available to all Customers subscribing Maintenance (through the issuance of cumulative updates or program temporary fixes). County shall provide notice to Company in sufficient detail to allow Company to duplicate the nonconformance. Should Company fail to provide such correction, County's sole and exclusive remedy shall be to receive a refund of Maintenance fees paid for the Licensed Users associated with the nonconforming Licensed Product(s) for the Period

of Coverage during which the nonconformance occurred.

17. COMPENSATION

A. Software License: In consideration for the software to be provided by Company, the County agrees to pay to Company fees as follows: The software license in the amount of $1,000,000.00 (ONE MILLION DOLLARS).

County agrees to pay seventy five percent (75%) License Fees in the amount of $750,000.00 (SEVEN HUNDRED FIFTY THOUSAND DOLLARS) upon execution of this Agreement, and any Attachment attendant to this Agreement and the remaining twenty five percent (25%) of the License Fees in the amount of $250,000.00 (TWO HUNDRED FIFTY THOUSAND DOLLARS) due net sixty (60) days.

County agrees to pay for all uncontested amounts due under this Agreement within thirty (30) days after the date of invoice. County shall have thirty (30) days after the invoice date to contest in good faith the amounts and items charged. All payments made hereunder are nonrefundable except as specifically provided otherwise in this Agreement.

Beginning twelve (12) months from the date of this Agreement, and each subsequent year thereafter, Company shall review County's population as determined by the United States Census Bureau for the County's previous year. In the event County's certified census figures for its population as reported by the Census Bureau exceeds two million (2,000,000) persons, County will remit to Company the incremental difference between List Price paid when the software was licensed and

the then current List Price. Company shall then invoice County and County shall pay, within thirty (30) days of receipt of such invoice, and additional License Fee.

Population	Current List Price
1,000,001 – 2,000,000	$420,000 Each Module
2,000,001 – 2,500,000	$480,000 Each Module

In the event the County licenses additional software modules, modules will be licensed at the then current rate for each software module. Additional Named User license fees are not required in the event County licenses' any additional software modules.
County understands that in the event its Population decreases from one year to the next, County will not be entitled to receive a rebate or refund of License Fees previously paid.

County has the right to the use of J.D. Edwards World / OneWorld® Licensed Products through any of its employees or authorized third party users all of which shall be World / OneWorld® J.D. Edwards Named users and County's use of same shall be unlimited. Upon Company's written request, and to expedite the provision of Software Protection Codes to County, County shall verify in writing on an annual basis to Company the number of employees as of the previous December 31. Should County's user count increase to the extent that access to the Licensed Products is prevented by the Software Protection Code, County may provide an interim written certification and request a new Software Protection code, which Company will provide. County initial user count shall be 1,000 users.

B. Maintenance Fees – County shall pay Maintenance fees in accordance with Attachment U, Maintenance Services to Schedule A, subsequently as an annual charge. The first payment shall be due at the expiration of the Initial Maintenance Period. If County fails to remit Maintenance fees, Company will have no duty to provide the Maintenance services . Maintenance Fees shall be charged based on fifteen percent (15%) of net Software License Fees paid by County. In the event County remits additional Software License fees as described above, maintenance fees shall be based on the new net Software License fees.

Response Line services shall be provided in accordance with Company's Response Line policies in effect at the completion of the Initial Maintenance Period and at the beginning of each annual renewal of the Period of Coverage. Fees for reinstatement of lapsed Maintenance services shall be changes in accordance with Company's policy for reinstatement fees in effect on the date of such reinstatement.

In consideration of County's agreement to license under a Special Bid Enterprise License, Company shall invoice and County agrees to pay for Maintenance Services the amount shown on the Attachment U for the first twenty four (24) months and is based on the following:

(1) For the first six (6) months after execution of this Agreement, County agrees to pay Maintenance Fees for this period in the amount of $7,500, which is based upon ten percent (10%) of the current total Maintenance fees.

(2) For the next six (6) months after completion of the period defined in (1), County agrees to pay Maintenance Fees for this period in the

amount of $11,250, which is based upon fifteen percent (15%) of the current total Maintenance fees.

(3) For the next twelve (12) months after completion of the periods defined in (1) and (2), County agrees to pay Maintenance Fees for this period in the amount of $45,000 which is based upon thirty percent (30%) of the current total Maintenance fees.

(4) Company agrees to provide a credit for the amounts referenced in (1), (2) and (3) above for a total of $63,750.

In return for the Maintenance Fees, Company shall deliver Software Updates which include but are not excluded to program updates and new system versions and releases provided during the Initial maintenance Period and any additional Period of Coverage.

C. Service Fees: $50,000.00 (FIFTY THOUSAND DOLLARS) is allocated, for training to various county employees, normally personnel who will serve as trainers for other personnel. $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) is allocated for specialty software assistance in the first 3 years.

D. Company shall submit any necessary invoices for training and support on a monthly basis identifying the services provided.

E. The total compensation payable by County to Company under this Agreement shall not exceed $1,525,000.00 (ONE MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS) for the 3 year period of the contract.

F. Company warrants that the list prices reflected in this Agreement and to be used in the calculation of Maintenance Fees are those which are

generally available to all Customers utilizing the Licensed Products under substantially similar circumstances as County.

G. County shall not be obligated to pay any interest penalty or service charge on payments not paid within 30 days.

H. As compensation for performing Services, County agrees to pay Company on a per hour basis based on the individual required and the actual hours expended or, in the case of training, at Company's list price. County must make any schedule changes for Services two (2) weeks in advance; otherwise, Company may charge for time it cannot reschedule. County agrees to reimburse Company for all reasonable out-of-pocket expenses Company incurs in providing Services including, but not limited to, transportation costs, airfare, rental vehicles, lodging, meals, and incidental charges, which are reimbursable expenses and not part of Company' total estimate for the Services. If uncontested amounts remain unpaid for thirty (30) days or more, Company may, at its option, refuse to perform additional services of this Agreement until such amounts are paid.

18. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and Company, or as constituting Company as the general representative or agent of the County for any purpose whatsoever. At all times under this Agreement, Company shall perform its professional services as an independent contractor.

19. LIMITED LIABILITY

EXCEPT FOR a)FAILURE TO COMPLY WITH THE PROPRIETARY RIGHTS OR b)THE INFRINGEMENT INDEMNITY PROVISIONS CONTAINED IN THIS AGREEMENT:
(A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR A

MONETARY AMOUNT GREATER THAN THE TOTAL AMOUNTS PAID OR DUE PURSUANT TO THIS AGREEMENT, AND

(B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

20. ARBITRATION

All disputes involving this Agreement, except actions arising under the patent and copyright provisions of the U.S. Code, shall be submitted to a panel of three (3) arbitrators appointed and operating under the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Such panel shall include only persons with experience in the areas of information technology or computer software licensing, installation or implementation. Each party shall choose one (1) arbitrator, and the third arbitrator shall be chosen by the two (2) arbitrators selected by the parties. The arbitration hearing will be confidential and its location will be Pittsburgh, Pennsylvania. The written decision of the arbitrators shall be final, binding and convertible to a court judgment in any appropriate jurisdiction.

Notwithstanding anything to the contrary in this Agreement, the arbitrators shall not have the authority to enter any award, which award or satisfaction thereof is inconsistent with any acts, laws, or regulations applicable to County and Company specifically waives any right it may have to entry of such an award. Any determination of an alleged inconsistency shall be determined under Pennsylvania law by a Pennsylvania court of competent jurisdiction, which determination shall be appealable.

21. TERM

For provisions of the Software License for J.D. Edwards' One World, to include the initial payment for the software license, this agreement shall be a perpetual agreement. For provisions of Software Services, Software Maintenance, and Training Services, this Agreement shall commence April 1, 2001 and shall end, unless terminated earlier as provided below in this Agreement, on March 31, 2004 for those services which require payment by the County.

The Initial Maintenance Period is the thirty six (36) months following delivery of the

Licensed Products to County's first designated site during which Maintenance shall be provided to County at no charge.

The Period of Coverage is the time period during which the Maintenance services shall be available under this Agreement. The initial Period of Coverage begins at the completion of the Initial Maintenance Period.

22. WORK PRODUCT

All data and other information given to Company in connection with this Agreement, including but not limited to printed matters, computer cards, tapes and discs, studies, methods, processes, models, reports and recommendation are and shall remain the property of the County, as the case may be and not of Company, and Company shall not use the same for any purpose other than the performance of Company's obligations pursuant hereto, nor shall Company disclose or otherwise make available such work products, data or other information to any third party without the prior written permission of the Chief Information Officer and Controller. Company shall deliver all such work products, data and other information to the County upon the request of the CIO and the Controller and in any event upon the cessation of this Agreement, whether the same be by expiration, termination or otherwise. Company, however, may retain copies of all work products as part of their record of professional activity, but may not share or sell data from the County to third parties. Work products, data, and other information in the context of this paragraph is County information used within or without the Company application, it does not include the Company Software nor any documentation of the Company applications provided by Company.

23. INSURANCE

Company shall, at their cost and expense, maintain in effect the following insurance coverage at all times during the term of this Agreement, and prior to or contemporaneously with the execution of this Agreement, Company shall deliver to the

CIO Certificates of insurance issued by a company or companies authorized to do business in the Commonwealth of Pennsylvania evidencing such insurance coverage.

A. Comprehensive General Liability Insurance, including either broad-form contractual liability insurance or specific contractual liability insurance covering this Agreement, and covering owned and non-owned automobiles, with bodily injury limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence, and a property damage limit of One Hundred Thousand Dollars ($100,000.00) per occurrence.

B. Workers' Compensation Insurance as required by law. Each of the aforementioned certificates shall contain a certification that the policy cannot be canceled or changed in any manner which may adversely affect the County without thirty (30) days prior written notice to the CIO.

24. ASSIGNMENT AND DELEGATION

Except as provided in this subsection, this Agreement may not be assigned by either party and any attempted assignment shall be void. However, either party may, upon written notice to the other party, assign this Agreement to any Affiliate. Company may assign this Agreement in the event of the sale of all or substantially all of its assets or equity.

25. NON-WAIVER

A failure by either party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of either party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

Additionally, a failure by either party to take action with respect to any default or

violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of either party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

26. NOTICES

All notes, reports and documents required to be given or made by Company pursuant to this Agreement shall be given or made jointly to the following two parties:

A. As to the County:

Per I. Madsen
Chief Information Officer
621 County Office Building
542 Forbes Avenue
Pittsburgh, PA 15219-2952

Dan Onorato
Controller, Office of the Controller
104 Courthouse
436 Grant Street
Pittsburgh, PA 15219-2498

or to such other place as the CIO and the Controller may from time to time designate in writing. All notices shall be in writing and either i) sent by certified mail, postage prepaid, return receipt requested or ii) delivered by courier to the address written below or such other address as notified in writing to the other party. Notice shall be deemed to be made on the date received under i) and date delivered under ii).

B. Notices as to Company:

Technical Issues to:
J.D. Edwards World Solutions Company
One Technology Way
Denver, CO 80237
Attn: Fred Gewant

Vice President & General Manager

Legal Issues to:
J.D. Edwards World Solutions Company
One Technology Way
Denver, CO 80237
Attn: Legal Department General Counsel

27. DIRECTOR/MANAGER

The term "CIO" when used herein, shall mean the Chief Information Officer named herein, and shall include such person or persons as may from time to time be authorized in writing by the CIO to act with respect to any and all matters pertaining to this Agreement, and the term "Controller" when used herein, shall mean the Controller of Allegheny County named herein, and shall include such person or persons as may from time to time be authorized in writing by the Controller to act with respect to any and all matters pertaining to this agreement.

28. NO PERSONAL LIABILITY

No director, officer, agent or employee of the County shall be charged personally or held contractually liable by or to Company under any term or provision of this Agreement or because of any breach thereof or because of his, her or their execution, approval or attempted execution of this Agreement.

29. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any way the terms and provisions hereof or the interpretation or construction thereof.

30. SEVERABILITY

The parties intend and agree that if any paragraph, subparagraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

31. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire agreement of the parties on the subject matter hereof and it may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing herein or in a duly executed amendment hereof.

32. SOLICITATION OF EMPLOYMENT

Either party will not solicit, hire, contract with or engage the employment or services of any employee of the other party with whom party personnel have had contact in the course of performance of this Agreement for a period of 360 days thereafter. Should a party violate this provision, the hiring party will pay the other party one hundred percent (100%) of the former employee's annual salary.

33. TERMINATION

This Agreement may be terminated upon written notice by either party to the other for failure to comply with any material covenant, term or condition stated in this Agreement following notice and reasonable opportunity to cure.

Not withstanding the above, this Agreement may be terminated by either party at its convenience by giving thirty (30) days prior written notice to the other. In the event this Agreement is terminated for any reason, the County shall pay to Company the amount of the payment set forth in all outstanding invoices for work done and reimbursable expenses incurred prior to the effective date of termination. The County may terminate this Agreement at any time upon thirty (30) days written notice to Company. Either the Services or the Maintenance or both portions of this Agreement

may be terminated by the County without terminating the License portion of this Agreement.

It is understood that the right to terminate the Agreement shall be in addition to all other remedies which are or may be available to either party for the other's breach of any covenant, term or condition of this Agreement. Termination of this Agreement, or any portion of it, shall not limit either party from pursuing other remedies available t it, including injunctive relief. Such termination shall not relieve County of its obligation to pay all fees that have accrued or are other wise owed by County under this agreement. Any reference in this Agreement to Proprietary Rights, Mutual Nondisclosure, Exclusive Remedies, Indemnities, Limited Liability, Arbitration, Termination, Export Controls, Governing Law and Public Disclosure shall survive the termination of this Agreement.

Upon termination, the License to use the Software shall be immediately revoked and all Licensed Products and supporting materials will be returned to Company within ten (10) days, or destroyed and an affidavit supplied to Company certifying destruction.

34. GOVERNING LAW

Company and County agree the laws of the Commonwealth of Pennsylvania shall govern the interpretation of this Agreement, and that all disputes herein under shall be resolved in the Court of Common Pleas of Allegheny County, PA. In the event of conflicts between items attached to this agreement, all documents are controlled by this agreement.

No action, regardless of form, relating to the subject matter of this Agreement, may be brought by either party more than one (1) year after the claiming party knew or should have known of the cause of arbitration or action.

35. EXPORT CONTROLS

County shall not export, re-export, or otherwise transmit, directly or indirectly, any software, information, data, or other materials received under this Agreement except in

full compliance with all United States and other applicable acts, laws, and regulations.

36. GENERAL

(A) Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, or actions or decrees of governmental bodies
not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement.
The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable.

(B) County understands that Company' business partners are independent entities and, except to the extent they are acting as subcontractors pursuant to this Agreement, Company is not liable for nor bound by any acts of such business partner.

(C) This Agreement shall be prepared in two identical and original counterparts. If a counterpart shall be prepared in a language other than English, then the non- English counterpart shall be for convenience only and shall not affect the performance or interpretation of this Agreement. Likewise, the exchange of a fully executed Agreement by fax (whether by separately executed counterparts or otherwise) shall be fully binding on the parties with respect to the terms and conditions of this Agreement.

(D) All amounts stated in and payable under this Agreement shall be denominated in United States Dollars and shall be payable in ready funds in United States Dollars to Company' designated United States bank account. Unless otherwise agreed to by the parties, Company will invoice all amounts to County's address as it appears on Page One of this Agreement. However, Training will be billed in accordance with the then current training invoicing policy related to currency and location of Training.

(E) Neither party shall publicly announce or disclose the terms and conditions of this Agreement except that Company may refer to County as a Company County in sales calls, County lists, and other similar external communications, except as required by law.

(F) The parties agree that this Agreement is not subject to and shall not be interpreted by the United Nations Convention on Contracts for the International Sale of Goods.

(G) Any purchase order or other instrument of County accompanying either an Attachment to this Agreement or a County payment is for County's internal use only and its terms shall not alter or amend the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first written above by the parties hereto, who intend themselves to be legally bound thereby.

ATTEST:

_____

Title:_____

J.D. Edwards World Solutions Company

By: _____

Title:_____

E.I.N.: _____

COUNTY OF ALLEGHENY

_____
Robert B. Webb
County Manager

APPROVED BY DIRECTOR:

_____

APPROVED BY CONTROLLER

_____

APPROVED AS TO FORM

_____
County Solicitor

_____
Assistant County Solicitor

2 Attachments:
Attachment A/O – Licensed Products
Attachment U – Maintenance Services

G ☐ L ☒

JDEdwards®

ATTACHMENT A/O - LICENSED PRODUCTS

WorldSoftware™ & OneWorld™ - Suite Pricing

One Technology Way
Denver, Colorado 80237

Customer County of Allegheny A/B# 6780790

Address 621 County Office Building 542 Forbes Avenue
Pittsburgh, PA 15219

This Attachment A/O ("Attachment") to the (check one) ☐ Software License Agreement or ☒ Software License, Services and Maintenance Agreement ("Agreement") is made by and between J.D. Edwards ("J.D. Edwards" shall have the meaning set forth in such Agreement) and Customer in consideration of their mutual promises and subject to its terms and conditions. This Attachment amends the Agreement dated _____. Customer agrees to (check appropriate option(s)) ☒ license; and/or ☐ upgrade the number of Licensed Users for use on the Customer System(s). The type of Licensed Products delivered to Customer will be based on the hardware platform(s) listed on page two and any Supplemental Schedule for each Supported Platform specified as part of the Customer System(s).

	Licensed Products (2,12)	Required Prerequisites (1)	Suite Base License Fee
☒ 1	Foundation Suite (3)		$420,000
☒ 2	Financial Suite	1	420,000
☒ 3	Logistics/Distribution Suite	1,2	420,000
☒ 4	Manufacturing Suite	1,2,3	420,000
☒ 5	Human Resource Management Suite(6)	1	420,000
☒ 6	Payroll Suite (5,6) ☒ U.S.	1	420,000
	☐ Canadian	1	____
☒ 7	Customer Service Management System Suite ("CSMS") *OneWorld only*	1,2,3,4	420,000
☐ 8	ECS Suite	1,2,3	____
☒ 9	Project Management Suite	1,2	420,000
☐ 10	Call Management Suite - *OneWorld only*	1	____
☐ 11	AutoPilot Suite - *OneWorld only*	1	____
☐ 12	Internet Access Application (10)-- *OneWorld only* ☐ For Internal Users	1	-0-
	☐ For External Users	1	____
☐	_____		____

NOTE: Release B73.3 of OneWorld includes Suites 1 through 12. Additional Suites below are available in WorldSoftware only and not in Release B73.3 of OneWorld.

☐ 13	World Vision GUI(4)	1	____
☐ 14	____	____	____

Total Base License Fees (7): $3,360,000

User Type Licensed :	Fees Per Licensed User:		Total Licensed Users (7):		
Named (11)	$Lump Sum	X	Customer Employees	=	$Enterprise License
_____	$_____	X	_____	=	$_____
_____	$_____	X	_____	=	$_____
_____	$_____	X	_____	=	$_____

Total Software License Fees:	$3,360,000
Discount _____	(2,360,000)
Net Software License Fees	$1,000,000
Taxes Tax Exempt	$____
Total	$1,000,000

This Attachment, including its terms and conditions and the Agreement, is a complete and exclusive statement of the agreement between the parties relating to its subject matter, and supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Attachment and the Agreement, this Attachment shall prevail. All other terms and conditions remain unchanged and are ratified hereby. This Attachment shall not be effective until executed by Customer and accepted by an authorized representative of J.D. Edwards.

By execution, signer certifies that signer is authorized to accept and execute this Attachment on behalf of J.D. Edwards. Accepted by J.D. Edwards and effective as of _____.

J. D. EDWARDS

By _____
(Authorized Signature)

_____
(Print or Type Name)

_____
(Title)

By execution, signer certifies that signer is authorized to execute this Attachment on behalf of Customer.

CUSTOMER

By _____
(Authorized Signature)

_____
(Print or Type Name)

_____
(Title)

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ATTACHMENT A/O – WorldSoftware™ & OneWorld™

	Location of Customer System(s)	*Specify, if applicable:* **Deployment Server & Supported Platform Type (8)** (Including Feature, Model and Serial # if AS/400)	**Licensed Users By User Type**
1.	Pittsburgh, PA A/B# 6780790	TBD/TBD	Unlimited Named
2.			
3.			
4.			
	For additional Customer Systems, if any, see "Supplemental Schedule of Customer Locations"	**Total Licensed Users (9) :**	Unlimited Named

Licensed User Allocation Table:

Customer agrees that its projection of the location of the Licensed Users is as specified below (11)

J.D. Edwards Entity:	**Customer User Location:**	**% of Total Licensed User:**
J.D. Edwards World Solutions Company	The Americas (includes North and South America and the Caribbean)	100 %
J.D. Edwards Europe, Ltd.	EMEA (includes Europe, Africa, & Middle East)	%
J.D. Edwards (Asia Pacific) Pte Ltd.	Asia Pacific	%
	Total:	100%

NOTES

(1) Customer should license all Required Prerequisites and install each licensed Software Suite in its entirety. FAILURE TO LICENSE AND INSTALL PREREQUISITE SOFTWARE SUITES WILL VOID ANY AND ALL WARRANTIES.

(2) The OneWorld CD Release B73.3 contains the Accessory Programs, Microsoft Internet Explorer 4.01 and Adobe Acrobat 3.01 which each have individual End User License Agreements contained within the programs. Microsoft Internet Explorer logo is a trademark of Microsoft Corporation. Adobe Acrobat logo is a trademark of Adobe Systems, Incorporated. Portions of OneWorld Release B73.3 contain third party software which is copyrighted and distributed under a license as follows: Portions Copyright 1985-1997 Microsoft Corporation. Portions Copyright 1992-1995 Tenberry Software, Inc. Portions Copyright 1993 Premia Corporation. Portions Copyright (c) 1997 DC Micro Development. OneWorld Release B73.3 also includes 1) Adobe® PDF Library, Copyright 1993-1999, Adobe Systems, Inc., and DL Interface, Copyright 1998-1999 Datalogics Inc. Adobe® is a trademark of Adobe Systems Incorporated; and 2) GNU libgmp library; Copyright © 1991 Free Software Foundation, Inc. This library is free software which can be modified and redistributed under the terms of the GNU Library General Public License contained on the OneWorld CD. All rights reserved. The J.D. Edwards ISO 9001 registration does not include products licensed from third parties.

(3) The Foundation Software Suite contains the OneWorld Toolkit and the Development Environment Application for the WorldSoftware. Customer agrees not to use the functionality of the OneWorld Toolkit or Development Environment Application to develop computer programs which compete with any J.D. Edwards Licensed Products. Customer shall indemnify J.D. Edwards against any harm or expense (including, without limit, reasonable attorney's fees) arising out of any computer programs generated by Customer utilizing the OneWorld Toolkit or Development Environment Application. NOTWITHSTANDING THE WARRANTY CONTAINED IN THE AGREEMENT, NO WARRANTY IS MADE THAT THE ONEWORLD TOOLKIT OR THE DEVELOPMENT ENVIRONMENT APPLICATION WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY CUSTOMER OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

(4) The WorldVision GUI Suite includes software provided under license to J.D. Edwards by Seagull Business Software b.v. THE SEAGULL SOFTWARE APPLICATION CONTAINS SOFTWARE PROTECTION PROCEDURES; IF AN ATTEMPT IS MADE TO SIMULTANEOUSLY EXECUTE MORE COPIES OF THE SEAGULL SOFTWARE APPLICATION THAN HAVE BEEN LICENSED OR SET AS A LIMIT FOR EACH CPU, THESE PROCEDURES WILL PREVENT THE EXECUTION OF THE UNLICENSED OR ADDITIONAL COPIES. IF THE SEAGULL SOFTWARE APPLICATION IS EXECUTED ON AN UNLICENSED PROCESSOR OR WITH A PROCESSOR DATE LATER THAN THE AUTHORIZATION DATE, THESE PROCEDURES WILL ALSO PREVENT THE EXECUTION OF THE SOFTWARE. The source code for World Vision GUI may not be released by J.D. Edwards but is placed in escrow by the third party vendor. If a Release Condition in the Escrow Provision is invoked with respect to the third party vendor, the source code will be released to J.D. Edwards.

(5) Payroll Suite requires PAYROLLTAX™ to be licensed directly from Vertex Systems, Inc. for an additional fee.

(6) THE UNMODIFIED SOFTWARE APPLICATION IS INTENDED FOR USE IN THE UNITED STATES OR CANADA AND MAY NOT SUPPORT LOCAL GOVERNMENT REQUIREMENTS OR EMPLOYMENT PRACTICES WITHOUT MODIFICATIONS BY CUSTOMER. CANADIAN PAYROLL AVAILABLE UNDER CUMMULATIVE RELEASE1 OF VERSION B73.3.

(7) LICENSE OF ADDITIONAL SOFTWARE AND ADDITIONAL USERS: If Customer licenses additional Software Suites, Customer will pay the Base License Fee and any increased User Fees. Additional Users must be licensed in blocks of ten (10) Users. If Customer decreases the number of Licensed Users there shall be no credit given or refund paid on the License Fees already due or paid.

(8) IDENTIFICATION OF CUSTOMER SYSTEM(S): If installing the OneWorld Software, Customer must identify each Deployment Server, type of Supported Platform, and number of Licensed Users and type of for each Customer System and Deployment Server. If installing the WorldSoftware on an AS/400, Customer must identify the model, feature and serial number of each AS/400 on which the Licensed Products are installed and the number of Licensed Users associated with each such AS/400.

(9) SOFTWARE PROTECTION PROCEDURES: THE ONEWORLD LICENSED PRODUCTS CONTAIN PROCEDURES THAT LIMIT THE NUMBER OF DEPLOYMENTS OF THE LICENSED PRODUCTS TO CLIENT PC PLATFORMS TO AN AMOUNT SPECIFIED AT THE TIME THE SOFTWARE PROTECTION CODE ("SPC") IS ISSUED

(10) (a) INTERNET ACCESS APPLICATION – Internal Users: This application is provided to Customer at no charge so long as the use of the application is limited to Customer's Licensed Users as identified in this Attachment.

(b) INTERNET ACCESS APPLICATION – External Users: This application is licensed based on the annual sales revenue of Customer. If Customer's annual revenue increases in any subsequent fiscal year, additional Software License Fees may be due to J.D. Edwards for this application. Customer agrees to certify annual revenues and/or provide a copy of audited financial statements upon request of J.D. Edwards. "External Users" are identifiable third party businesses that require access to the Licensed Products in connection with the operation of Customer's business, including but not limited to, vendors, distributors and suppliers ("business to business"). This grant shall not include access by any third party users or devices that execute sessions via an internet server or third party front-end that is interfaced to the Licensed Products such that such users or devices are not identifiable by the Licensed Products as users. A third party front end includes Customer-developed front ends. This access to the J.D. Edwards Licensed Products is limited to those Licensed Products licensed concurrently with the date of this Attachment, but does not include access to CustomWorks Software, World Vision GUI, Numetrix or any software products licensed by J.D. Edwards subsequent to the date of this Attachment.

(11) The information provided in this section is only Customer's projection of the locations of its Licensed Users as identified in the Allocation Table herein at the time of execution of this Attachment. It will be used solely for the purpose of allocation of the License Fees and Maintenance Fees to be invoiced from each of the J.D. Edwards entities to Customer and designation of the contracting J.D. Edwards entities. Unless otherwise agreed to by the parties, each of the J.D. Edwards' entities will invoice (on a single combined invoice) their proportionate share of License Fees and any associated Maintenance Fees (based on the percentage allocation on page one) to Customer's address as it appears on Page One of this Attachment. Customer may be asked from time to time to certify the location of its Users in accordance with the audit clause contained in the Agreement.

(12) Customers licensing the Licensed Products for an AS/400 will be shipped both the World and OneWorld Software for those Software Suites where both are available. Customer may install one or both of these versions of the Licensed Products on an AS/400 subject to the User Type definition below. The World and OneWorld Software each has its own user guides and documentation, and Software Updates provided under Maintenance are provided separately for both versions.

(13) User Type:

A **"Named User"** is a User to whom a "user id" has been assigned on the Customer System(s) allowing him/her to access the Licensed Products. A Named User is counted as a User regardless of whether he/she is accessing the Licensed Products at any given time. The total number of Named Users authorized to use the Licensed Products at any time may not exceed the Named Licensed Users. The SPC (as described in Note 9 above) provided for the Deployment Server(s) will equal the Named Licensed Users assigned to the Deployment Server(s).

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