

1                   **FIRST AMENDMENT TO SOFTWARE AND RELATED SERVICES**

2                                   **CONTRACT NO. 29377**

3   **29377**

4           THIS FIRST AMENDMENT is made and entered, in duplicate, as of December 7,  
5 2006 for reference purposes only, pursuant to a minute order adopted by the City Council  
6 of the City of Long Beach at its meeting on November 15, 2005, by and between the CITY  
7 OF LONG BEACH, a municipal corporation ("City"), and BUSINESS OBJECTS  
8 AMERICAS, a Delaware corporation, with a place of business at 3030 Orchard Parkway,  
9 San Jose, CA 95134 ("BOA").

10                   WHEREAS, pursuant to City's Request for Proposal for furnishing software  
11 and related services to extract, scrub, reformat and deposit data into an existing City  
12 software system, BOA submitted its Proposal which was accepted by the City; and

13                   WHEREAS, City wishes to obtain said software and related services and  
14 equipment from BOA and BOA is willing and able to furnish them;

15                   NOW, THEREFORE, in consideration of the mutual terms and conditions  
16 contained in Software and Related Services Contract No. 29377 and herein, the parties  
17 agree as follows:

18                   1. Performance. BOA shall furnish to and install at the City software to  
19 extract, scrub, reformat and deposit data into the City's existing Hansen software and shall  
20 perform related services in accordance with the Scope of Work on Revised Exhibit "A",  
21 attached to this Amendment and incorporated by this reference. The products provided by  
22 BOA to the City are further identified on Supplemental Exhibit "C", attached to this  
23 Amendment and incorporated by this reference.

24                   2. Term. Notwithstanding anything to the contrary in any exhibit, the term of  
25 this Amendment shall commence at midnight on April 30, 2006 and shall terminate at



1 11:59 p.m. on December 11, 2007 provided, however, that the license granted in Section  
2 5 of the original agreement shall be perpetual unless specifically terminated by either party.

3 3. Except as expressly stated in this Amendment, all terms and conditions in  
4 Agreement No. 29377 are ratified and confirmed and shall remain in full force and effect.

5

6 IN WITNESS WHEREOF, the parties have caused this document to be duly  
7 executed with all formalities required by law as of the date first stated above.

8

9  
10 December 08, 2006

BUSINESS OBJECTS AMERICAS, a Delaware corporation

By 

11  
12 Officer's Title BUSINESS OBJECTS AMERICAS  
SUSAN J. WOLFE  
13 (Type or Print Name) SECRETARY

14 \_\_\_\_\_, 2006

By \_\_\_\_\_

15 Officer's Title \_\_\_\_\_

16 (Type or Print Name) \_\_\_\_\_

17 "BOA"

18 CITY OF LONG BEACH, a municipal corporation

19 \_\_\_\_\_, 2006

20 By \_\_\_\_\_  
City Manager

21 "City"

22 This Agreement is approved as to form on \_\_\_\_\_, 2006.

23 ROBERT E. SHANNON, City Attorney

24 By \_\_\_\_\_  
Deputy

25  
26 27

28



Revised Exhibit "A"

Pricing & Statement of Work

December 1<sup>st</sup>, 2006

Shante Wilson  
Project Manager  
City of Long Beach  
333 W. Ocean Blvd. 12<sup>th</sup> Floor  
Long Beach, CA. 90802

Dear Shante,

Business Objects is pleased to present this pricing proposal to the City of Long Beach for Data Extraction, Cleaning & Loading and Enterprise Reporting Solution for the Hansen Land Management Application valid through December 12<sup>th</sup>, 2006

As a first tier vendor for many of the large State and Municipal agencies in California as well as over 90% of the Fortune 500, Business Objects brings the experience and maturity that City of Long Beach is looking for in a partner for this visible and critical program. Our solutions will deliver on your goal of Data Analysis and Reporting for Hansen.

The following are the components of our proposal:

Software License.....	\$ 160,670*
Maintenance.....	\$ 32,134
Professional Services.....	\$ 38,196**

\* Includes two relational database source types (i.e. Oracle, DB2) plus ODBC and Flat File Source types. Two ETL servers with up to 4 CPU's each. Profiling is included along with Firstlogic Data Cleaning for name, address correction and match & merge. ETL development environment included. Multi developer environment is an add on feature.

\*\* Attached is a breakdown of professional services which may vary depending on your final implementation requirements.

The above chart includes software licenses, maintenance, and professional services previously provided as well as incremental licenses, maintenance and professional services ("New Purchases"). The New Purchases are set forth in detail in Supplemental Exhibit C. The breakdown of additional professional services is set forth in the Supplemental Statement of Work.

We stand ready to be a part of this project from beginning to end and can offer the City of Long Beach IT department an experienced support mechanism that is flexible and can adapt to the changes that may occur as you implement these important change in your operation.

Please contact Jason Bates, Enterprise Sales Executive, Business Objects at 949-623-4575 or via cell at 714-269-3030, [Jason.bates@businessobjects.com](mailto:Jason.bates@businessobjects.com) should you require any additional assistance. We look forward to our continuing relationship with The City of Long Beach.

Sincerely,

Jason Bates  
Enterprise Sales Executive



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**SUPPLEMENTAL STATEMENT OF WORK**

December 1, 2006

Jeanne Takano  
City of Long Beach  
Business Information Systems Office  
333 W Ocean Blvd. 12<sup>th</sup> Floor  
Long Beach, CA 90802

**Re: Letter of Engagement ("LOE")**

Dear Ms. Takano,

In response to your request for performance of professional services, Business Objects Americas ("BOA") is pleased to submit this LOE to the City of Long Beach ("Client") for consideration.

**Description of Services:**  
**BOA will provide the following services:**

**Assess Upgrade and Migration Readiness to Upgrade from CE 10 to BOE Premium 1 CPU w/ Web Intelligence**

**Define a Solid and Scalable Supporting Infrastructure**

**Upgrade and Migrate Applications and Limited Number of Reports Within the Development Environment  
(Number of Reports to be Determined After Day 2 of the Engagement)**

- Upgrade the City of Long Beach development environment to BOE Premium 1 CPU w/ Web Intelligence using Business Objects Methodology and Best Practices.
- Migrate (X Number of) Reports to BOE Premium from Crystal Enterprise 10 platform within the City of Long Beach development environment (number of reports to be determined after assessment).
- Prepare City of Long Beach staff for upgrade and migration to production environment using Business Objects best practices and methodology.

**Test and Validate the New System**

**Define Supporting Operational Procedures and Security Policies**

**Provide Full Knowledge Transfer and Documentation**

- Transfer knowledge of best practices and recommended methodologies to City of Long Beach staff.
- Prepare City of Long Beach staff to upgrade and migrate production



environment.

**Note:**

Report conversions are heavily dependent on the complexity of the reports. For simple reports, the application will open the report in the old format and save it in the new format with no other input required. Complex reports may require more "hand tuning" or may have to be rebuilt completely. The estimate for the Report Conversion task makes the assumption that some of the reports may have to be rebuilt. There may be additional billable days that might be required for the conversion in case a scenario like above occurs. Based on the decision of the City of Long Beach administration on the additional billable time required, a strategy on approaching the remaining reports will be provided by Business Objects

**Schedule:**

These services will commence approximately in 2007 for a period of up to 5 consulting days.

**Staffing and Fees:**

The following resources shall be assigned to perform the services at the rates listed below:

Resource:	Rate:
Senior BI Architect	\$250/hour

Total Consulting Fees = \$10,000

The services will be performed on a time and materials basis. The consulting services rate will be as set forth above and any overtime shall be billed at the same rate. All travel and living expenses will be billable at cost. Expenses for materials purchased specifically for Client's benefit will also be billable at cost. All fees and charges will be billed to Client weekly and all payments are due thirty (30) days from the invoice date. Client will be responsible for all applicable taxes, exclusive of BOA's income and corporate franchise taxes.

**General Terms:**

By virtue of this LOE, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to information that a party designates as being confidential or which, due to the nature of the information disclosed or the circumstances surrounding disclosure, ought to be treated as confidential by the receiving party. A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is subject to a judicial or other governmental order requiring disclosure. Each party agrees, both during the term of this LOE and for a period of two (2) years thereafter, to hold in confidence Confidential Information disclosed by the other party, except that the obligations with respect to Confidential Information constituting a trade secret shall survive for so long as such information remains a trade secret under applicable law. The parties agree not to make each other's Confidential Information available in any form to any third party (except to consultants and affiliates on a need-to-know basis that are bound by a written agreement to maintain the confidentiality of such Confidential Information in a manner consistent with this LOE) or to use each other's Confidential Information for any purpose other than the performance of the services under this LOE. Each party agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information of a similar nature, but no less than reasonable care, to keep confidential the Confidential Information of the other party.

BOA warrants that its services will be performed consistent with generally accepted industry standards. This warranty



1 shall be in effect for thirty (30) days from performance of the services. Any deficiencies in the services must be reported  
2 in writing within thirty (30) days of completion of such services. EXCEPT FOR EXPRESS WARRANTIES STATED  
3 ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS",  
4 AND BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING  
5 WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A  
6 PARTICULAR PURPOSE, OR (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. For any breach of the  
7 above warranty, Client's exclusive remedy, and BOA's entire liability, shall be the re-performance of the deficient  
8 services. If BOA is unable to re-perform the services as warranted, Client shall be entitled to recover the fees paid to  
9 BOA for the deficient services.

10 In no event will either party be liable for any indirect, incidental, consequential or punitive damages, including loss of  
11 profits, data or use, incurred by the other party or any third party, whether in an action in contract or tort, even if such  
12 party or any other person has been advised of the possibility of such damages. BOA's total liability for damages  
13 hereunder shall in no event exceed the amount of fees paid by Client to BOA under this LOE. The above limitations  
14 survive any termination of this LOE.

15 Client may terminate this LOE at any time, with or without cause, by providing BOA not less than ten (10) days advance  
16 written notice of its intent to so terminate. In such event, and if BOA is unable to reschedule the resources after using its  
17 commercially reasonable efforts, Client shall be responsible to BOA for fees equal to the lesser of: (i) ten (10) days of  
18 professional consulting services, or (ii) the number of days of professional consulting services that would have remained  
19 in this engagement had the services not been terminated.

20 This LOE shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with  
21 the laws of the State of California, excluding its conflicts of law principles, and the federal laws of the United States. The  
22 parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this  
23 LOE. The venue for any claims arising under this LOE shall be the courts located in San Jose, California, and the parties  
24 agree to submit to the exclusive personal jurisdiction of such courts.

25 This LOE constitutes the entire agreement between the parties and supercedes all prior agreements or representations,  
26 oral or written, including terms and conditions as may be printed on any purchase orders and all other communications  
27 relating to the subject matter hereof. Any future professional consulting services provided by BOA to Client, including  
28 but not limited to any extension of the services provided under this LOE, shall be governed by the terms of this LOE  
unless the parties have agreed otherwise in writing. This LOE may not be modified or any term or condition waived  
except in a writing signed by a duly authorized representative of each party.

Please indicate your agreement with the terms of this LOE by having an authorized representative of your organization  
sign as provided below and returning an original of this letter to my attention.

Sincerely,

Zubair Burney  
Practice Manager, Business Objects Global Services





## ORDER SCHEDULE

### "Supplemental" Exhibit C

#### LICENSEE INFORMATION

Licensee Name:	City of Long Beach	Licensee Contact:	Jeanne Takano
Ship to Address:	333 West Ocean Blvd. 12 <sup>th</sup> Floor	Phone:	562.570.7061
	Long Beach, CA 90802	Fax:	
Bill to Address:	Same as Above	A/P Contact:	Amy Manning
		Phone:	
		Fax:	
Order Schedule Effective Date	December 12th, 2006	First Year Support Services	Standard Support 20.00%

#### BUSINESS OBJECTS CONTACT INFORMATION

Account Manager:	Jason Bates
Phone:	949.623.4575
E-Mail:	Jason.bates@businessobjects.com
Opp ID:	286933

#### CONTRACT INFORMATION

This transaction is governed by the terms and conditions of the Agreement for Purchase of Software and Related Services dated November 17, 2005 between the parties (the "End-User Agreement"), as amended. In the event of any inconsistencies between the terms of any purchase order and the terms of the End-User Agreement, the terms of the End-User Agreement, as amended by this Order Schedule, shall be controlling.

The following Products and related Services are included in this order:

Product Name	Version	Platform	Database Access Pack	Alternate Database	Quantity	License Type	Net Price
BOE Pro-Prem Upgrade	XI R2	Window			1	CPU	34,030
WebIntelligence	XI R2	Window			10	Named	6,640

Net License Fees	40,670
Support Services Fees	8,134
Consulting Services*:	40 Hours (\$250/ Hr) On- Site Consulting 10,000



1	Education Services:	10 Education Credits	5,000
2	<b>TOTAL</b>		63,804

3 \*\* The scope of work is set forth in a separate Statement of Work.

4 **PAYMENT TERMS** Net 30 days from BOA invoice date

5 **MAINTENANCE RENEWAL** Standard Support Services shall be calculated at 20% of net license fees, subject to  
 6 annual increases. For a period of 3 years from the date each Product license is initially acquired by Licensee under  
 7 this Order Schedule, the Support Services renewal fee for each such license shall not exceed the Support Services  
 8 fees paid in the previous year by more than 5% or the previous calendar years All Urban Consumer Price index,  
 9 whichever is greater.

10 **SHIPPING TERMS** FOB ORIGIN

11 *I elect to receive these products via Electronic Software Distribution (ESD)* Yes: X No: \_\_\_\_\_

12 If ESD, then email address of Licensee's technical contact required: jeanne takano@longbeach.gov

13 **EXPIRATION OF OFFER**

14 The offer set forth in this Order Schedule is valid through December 12, 2006 and if the Order Schedule is  
 15 not executed by such date, the offer is rescinded, and all terms are null and void.

16 This order is subject to sales tax: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exemption Certificate #: \_\_\_\_\_  
 17 If No, please provide a copy of your Exemption Certificate with this form.

18 The undersigned is an authorized purchasing signatory of Licensee.

19 **LICENSEE**

20 By: \_\_\_\_\_  
 21 Name: \_\_\_\_\_  
 22 Title: \_\_\_\_\_  
 23 Date: \_\_\_\_\_

24 **BUSINESS OBJECTS AMERICAS**

25 By: \_\_\_\_\_  
 26 Name: \_\_\_\_\_  
 27 Title: \_\_\_\_\_  
 28 Date: \_\_\_\_\_





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1                   **FIRST AMENDMENT TO SOFTWARE AND RELATED SERVICES**

2                                   **CONTRACT NO. 29377**

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WHEREAS, pursuant to City's Request for Proposal for furnishing software and related services to extract, scrub, reformat and deposit data into an existing City software system, BOA submitted its Proposal which was accepted by the City; and

WHEREAS, City wishes to obtain said software and related services and equipment from BOA and BOA is willing and able to furnish them;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in Software and Related Services Contract No. 29377 and herein, the parties agree as follows:

1. Performance. BOA shall furnish to and install at the City software to extract, scrub, reformat and deposit data into the City's existing Hansen software and shall perform related services in accordance with the Scope of Work on Revised Exhibit "A", attached to this Amendment and incorporated by this reference. The products provided by BOA to the City are further identified on Supplemental Exhibit "C", attached to this Amendment and incorporated by this reference.

2. Term. Notwithstanding anything to the contrary in any exhibit, the term of this Amendment shall commence at midnight on April 30, 2006 and shall terminate at



1 11:59 p.m. on December 11, 2007 provided, however, that the license granted in Section  
2 5 of the original agreement shall be perpetual unless specifically terminated by either party.

3 3. Except as expressly stated in this Amendment, all terms and conditions in  
4 Agreement No. 29377 are ratified and confirmed and shall remain in full force and effect.

5  
6 IN WITNESS WHEREOF, the parties have caused this document to be duly  
7 executed with all formalities required by law as of the date first stated above.

8  
9  
10 December 08, 2006

BUSINESS OBJECTS AMERICAS, a Delaware  
corporation

By Susan J. Wolfe *TK*

11  
12 Officer's Title BUSINESS OBJECTS AMERICAS  
SUSAN J. WOLFE  
13 (Type or Print Name) SECRETARY

14 \_\_\_\_\_, 2006

By \_\_\_\_\_

15 Officer's Title \_\_\_\_\_

16 (Type or Print Name) \_\_\_\_\_

17 "BOA"

18 CITY OF LONG BEACH, a municipal corporation

19 12. 11, 2006

20 By [Signature]  
City Manager

21 "City"

22 This Agreement is approved as to form on December 8, 2006.

23 ROBERT E. SHANNON, City Attorney

24 By [Signature]  
25 Deputy



Revised Exhibit "A"

Pricing & Statement of Work

December 1<sup>st</sup>, 2006

Shante Wilson  
Project Manager  
City of Long Beach  
333 W. Ocean Blvd. 12<sup>th</sup> Floor  
Long Beach, CA. 90802

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Sincerely,

Jason Bates  
Enterprise Sales Executive



1 **SUPPLEMENTAL STATEMENT OF WORK**

2 December 1, 2006

3 Jeanne Takano  
4 City of Long Beach  
5 Business Information Systems Office  
6 333 W Ocean Blvd. 12<sup>th</sup> Floor  
7 Long Beach, CA 90802

8 **Re: Letter of Engagement ("LOE")**

9 Dear Ms. Takano,

10 In response to your request for performance of professional services, Business Objects Americas ("BOA") is pleased to submit this LOE to the City of Long Beach ("Client") for consideration.

11 **Description of Services:**

12 **BOA will provide the following services:**

13 **Assess Upgrade and Migration Readiness to Upgrade from CE 10 to BOE Premium 1 CPU w/ Web Intelligence**

14 **Define a Solid and Scalable Supporting Infrastructure**

15 **Upgrade and Migrate Applications and Limited Number of Reports Within the Development Environment**  
16 **(Number of Reports to be Determined After Day 2 of the Engagement)**

- 17 • Upgrade the City of Long Beach development environment to BOE Premium 1 CPU w/ Web Intelligence using Business Objects Methodology and Best Practices.
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20 **Test and Validate the New System**

21 **Define Supporting Operational Procedures and Security Policies**

22 **Provide Full Knowledge Transfer and Documentation**

- 23 • Transfer knowledge of best practices and recommended methodologies to City of Long Beach staff.
- 24 • Prepare City of Long Beach staff to upgrade and migrate production



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**Note:**

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**Schedule:**

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**Staffing and Fees:**

The following resources shall be assigned to perform the services at the rates listed below:

Resource:	Rate:
Senior BI Architect	\$250/hour

Total Consulting Fees = \$10,000

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**General Terms:**

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2 in writing within thirty (30) days of completion of such services. EXCEPT FOR EXPRESS WARRANTIES STATED  
3 ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS",  
4 AND BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING  
5 WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A  
6 PARTICULAR PURPOSE, OR (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. For any breach of the  
7 above warranty, Client's exclusive remedy, and BOA's entire liability, shall be the re-performance of the deficient  
8 services. If BOA is unable to re-perform the services as warranted, Client shall be entitled to recover the fees paid to  
9 BOA for the deficient services.

10 In no event will either party be liable for any indirect, incidental, consequential or punitive damages, including loss of  
11 profits, data or use, incurred by the other party or any third party, whether in an action in contract or tort, even if such  
12 party or any other person has been advised of the possibility of such damages. BOA's total liability for damages  
13 hereunder shall in no event exceed the amount of fees paid by Client to BOA under this LOE. The above limitations  
14 survive any termination of this LOE.

15 Client may terminate this LOE at any time, with or without cause, by providing BOA not less than ten (10) days advance  
16 written notice of its intent to so terminate. In such event, and if BOA is unable to reschedule the resources after using its  
17 commercially reasonable efforts, Client shall be responsible to BOA for fees equal to the lesser of: (i) ten (10) days of  
18 professional consulting services, or (ii) the number of days of professional consulting services that would have remained  
19 in this engagement had the services not been terminated.

20 This LOE shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with  
21 the laws of the State of California, excluding its conflicts of law principles, and the federal laws of the United States. The  
22 parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this  
23 LOE. The venue for any claims arising under this LOE shall be the courts located in San Jose, California, and the parties  
24 agree to submit to the exclusive personal jurisdiction of such courts.

25 This LOE constitutes the entire agreement between the parties and supercedes all prior agreements or representations,  
26 oral or written, including terms and conditions as may be printed on any purchase orders and all other communications  
27 relating to the subject matter hereof. Any future professional consulting services provided by BOA to Client, including  
28 but not limited to any extension of the services provided under this LOE, shall be governed by the terms of this LOE  
unless the parties have agreed otherwise in writing. This LOE may not be modified or any term or condition waived  
except in a writing signed by a duly authorized representative of each party.

Please indicate your agreement with the terms of this LOE by having an authorized representative of your organization  
sign as provided below and returning an original of this letter to my attention.

Sincerely,

Zubair Burney  
Practice Manager, Business Objects Global Services



# BUSINESS OBJECTS®

## ORDER SCHEDULE

### "Supplemental" Exhibit C

#### LICENSEE INFORMATION

Licensee Name:	City of Long Beach	Licensee Contact:	Jeanne Takano
Ship to Address:	333 West Ocean Blvd, 12 <sup>th</sup> Floor	Phone:	562.570.7061
	Long Beach, CA 90802	Fax:	
Bill to Address:	Same as Above	A/P Contact:	Amy Manning
		Phone:	
		Fax:	
Order Schedule Effective Date	December 12th, 2006	First Year Support Services	Standard Support 20.00%

#### BUSINESS OBJECTS CONTACT INFORMATION

Account Manager:	Jason Bates
Phone:	949.623.4575
E-Mail:	Jason.bates@businessobjects.com
Opp ID:	286933

#### CONTRACT INFORMATION

This transaction is governed by the terms and conditions of the Agreement for Purchase of Software and Related Services dated November 17, 2005 between the parties (the "End-User Agreement"), as amended. In the event of any inconsistencies between the terms of any purchase order and the terms of the End-User Agreement, the terms of the End-User Agreement, as amended by this Order Schedule, shall be controlling.

The following Products and related Services are included in this order:

Product Name	Version	Platform	Database Access Pack	Alternate Database	Quantity	License Type	Net Price
BOE Pro-Prem Upgrade	XI R2	Window			1	CPU	34,030
WebIntelligence	XI R2	Window			10	Named	6,640

Net License Fees 40,670

Support Services Fees 8,134

Consulting Services\*: 40 Hours (\$250/ Hr) On- Site Consulting 10,000







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