

**Appendix 1**  
**effective August 15, 2007 ("Appendix")**  
**to**  
**PILOT LICENSE, MAINTENANCE, AND PROFESSIONAL SERVICES AGREEMENT**  
**effective August 15, 2006 ("Agreement")**  
**between**  
**SAP Public Services, Inc ("SAP")**  
**(as successor in interest by operation of law to Pilot Software, Inc.)**  
**and**  
**Santa Barbara County, California ("Licensee")**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

1. **LICENSED SOFTWARE under this Appendix:**

"X" if Licensed	Licensed Software	License Metric	Licensed Level
X	Pilot Works <sup>(1)</sup>	Users of Initiatives and Dashboards components	400
X	Pilot Works <sup>(2)</sup>	Users of Home, Strategy, Scorecard, Reports, Operations Reviews and Entry & Approval components	150

Note 1: The parties agree that the Licensed Software in this note is Users of additional components of Licensed Software under the Agreement.

Note 2: The parties agree that the Licensed Software in this note is for more Users of Licensed Software previously licensed by Licensee under the Agreement.

*For clarification purposes only, the parties agree that upon the effective date of this Appendix 1, the total licensed level for the PilotWorks software for Licensee under the Agreement, including this Appendix, is as follows:*

"X" if Licensed	Licensed Software	License Metric	Licensed Level
X	Pilot Works	Users of Home, Strategy, Initiatives, Scorecard, Dashboards, Reports, Operations Reviews and Entry & Approval components	400

2. **DATABASE:** None

3. **LICENSE FEE AND PAYMENT:** The Net License Fee to Licensee for the Licensed Software specified in Section 1 above is USD 96,870 which shall be invoiced and is payable net thirty (30) days from date of invoice.

4. **RESERVED**

5. **DELIVERY:** Delivery of the above-specified Licensed Software is available to Licensee within the software that was delivered to Licensee in August 2006 under the Pilot Agreement. No shipment of Licensed Software is required.

6. **MAINTENANCE FEE AND PAYMENT:** Maintenance service offered by SAP is set forth in the Agreement. Maintenance shall commence as of September 1, 2007.

The Maintenance Fee for the Licensed Software under this Appendix is priced at the then current factor in effect (currently 17%) multiplied by the then current Net License Fee for the Licensed Software. The current annual Maintenance Fee for the Licensed Software under this Appendix is USD 16,468 (17% of USD 96,870). Maintenance fees set forth above do not include federal, state or local taxes. Maintenance Fees are invoiced on an annual basis effective January 1 of a calendar year and payable Net 30 days from date of invoice. Any Maintenance Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. The parties agree that the pro-rata Maintenance amount for the remainder of 2007 (September through December) under this Appendix is USD 5,489.

7. **VALIDITY OF OFFER:** The validity of this Appendix will expire August 29, 2007, unless sooner executed by Licensee, or extended in writing by SAP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SANTA BARBARA

By:

\_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

SAP Public Services, Inc. (SAP)

By: May B. Hass

Date: 8-15-07

Reviewed by Contracts  
Terry Dougherty T.D.

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: Celeste E. Andersen  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: [Signature]  
Deputy

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: [Signature]