

CUSTOMER NO. [REDACTED]; CONTRACT NO. [REDACTED]

## SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

**("SunGard Public Sector")**

AND

**City of Margate, FL**  
with its principal place of business at  
5790 Margate Boulevard  
Margate, FL 33063

**(for purposes of this Agreement, "Customer")**

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by September 30, 2015.

**City of Margate, FL**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

**1. Definitions.**

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard

Public Sector-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

## **2. Right to Grant License and Ownership.**

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

**3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer’s own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

a) Software Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer’s computer operations.

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable

number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector’s prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

## **4. Services.**

a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector’s then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

c) Workmanlike Skills. SunGard Public Sector will render all services under this

Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

a) Payment.

i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in

providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline

Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the

problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

d) **FAILURE OF ESSENTIAL PURPOSE.** **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

9. **Indemnity by SunGard Public Sector.** SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software)

from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**10. Term and Termination.**

a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

**11. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**12. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**13. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or

entity to which SunGard Public Sector transfers any of its rights in the Software.

14. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. **LIMITATIONS OF LIABILITY.**

A) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

B) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET

FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**EXHIBIT 1**

Customer: City of Margate, FL

Delivery Address: 5790 Margate Boulevard, Margate, FL 33063

**SOFTWARE:**

Qty	Item / Part #	Description	Ext. Price	Initial Annual Improvement Fees	Annual Support Type
		<b>Records Management System</b>			
43	RMS-AW-T1	ADDITIONAL RMS WORKSTATION LICENSE - EACH	\$27,004.00	\$4,320.64	7x24
43	RMS-MAP-AW-T1	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE - EACH	\$4,214.00	\$674.24	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	\$250.00	\$40.00	7x24
		<b>Mobile Computing</b>			
63	MCT-BMS-T15	BASE MOBILE SERVER SOFTWARE UP TO 1000 WORKSTATIONS	\$7,497.00	\$1,199.52	7x24
63	MCT-MFR-REV-T15	REVIEW MODULE FOR FIELD REPORTING UP TO 1000 WORKSTATIONS	\$6,237.00	\$997.92	7x24
63	MCT-NOCAD-T15	MCT CLIENT - NO CAD INTERFACE	\$16,002.00	\$2,560.32	7x24
63	MCT-MAP-T15	MCT CLIENT - MAPS	\$5,166.00	\$826.56	7x24
63	MCT-MFR-OFF-T15	MFR CLIENT - BASE INCIDENT/OFFENSE	\$26,712.00	\$4,273.92	7x24
63	MCT-MFR-ACC-T15	MFR CLIENT - ACCIDENT REPORTING	\$13,419.00	\$2,147.04	7x24
63	RMS-WIZ-CLIENT-T1-T15	ACCIDENT WIZARD WORKSTATION LICENSE - EACH	\$1,575.00	\$252.00	7x24
63	MCT-MFR-ARREST-T15	MFR CLIENT - ARREST	\$8,064.00	\$1,290.24	7x24
63	MCT-MFR-AFF-T15	MFR CLIENT - ARREST AFFIDAVIT	\$9,450.00	\$1,512.00	7x24
63	MCT-MFR-CITATION-T15	MFR CLIENT - CITATION	\$13,419.00	\$2,147.04	7x24
7	MCT-MFR-MBLN-CLIENT-T15	MFR CLIENT- MOBLAN VERSION	\$1,750.00	\$280.00	7x24
		<b>RMS Additional Module</b>			
1	RMS-RPRF-T6+	TRAFFIC STOPS (RACIAL PROFILING) MODULE - 30+ WORKSTATIONS	\$5,000.00	\$800.00	7x24
		<b>MFR Additional Modules</b>			
63	MCT-MFR-DAM-T15	DAILY ACTIVITY MODULE CLIENT	\$12,600.00	\$2,016.00	7x24
63	MCT-MFR-RACEPROF-T15	MFR CLIENT - RACIAL PROFILING	\$12,600.00	\$2,016.00	7x24
		<b>COMPONENT SYSTEMS TOTAL</b>	<b>\$170,959.00</b>	<b>\$27,353.44</b>	

**Software Notes:**

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The "Annual Maintenance Amount" in the attachment above represents the Improvements fee for the Initial Contract Year. The Initial Contract Year begins on the Execution Date and ends 9/30/2016. Subsequent Contract Year(s) begin on the expiration of the Initial Contract Year (or each anniversary thereof) and continue for a twelve month period.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.
5. Customer's right to use the underlying Component Systems is subject to the Access Agreement executed between Customer, Broward County, FL, and SunGard dated November 3, 2014.

**SERVICES:**

Qty	Item / Part #	Description	Project Management	Professional Services	Training	Installation	Conversion
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS	\$17,120.00				
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES		\$24,080.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING			\$6,400.00		
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING			\$11,520.00		
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING			\$3,200.00		
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING			\$10,240.00		
2	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING			\$6,400.00		
		<b>RMS Additional Module Implementation Services</b>					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS	\$320.00				
1	RMS-AM-INST	ADD-ON RMS SOFTWARE MODULES INSTALLATION CHARGES PER MODULE				\$700.00	
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING			\$520.00		
		<b>MFR Additional Modules Implementation Services</b>					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES	\$640.00				
1	MCT-PROF-ADD	MFR Modules Installation		\$700.00			
1	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING			\$1,280.00		
		<b>CA+ Services</b>					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS	\$1,280.00				
1	RMS-AM-INST	CA+ INSTALLATION				\$1,400.00	
1	RMS-ADD-TRN	CA+ END USER TRAINING			\$3,200.00		
		<b>Data Conversion (Archive)</b>					
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					\$11,500.00
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR DATA CONVERSION	\$1,920.00				
1	RMS-PROF-ADD-IMPL	IMPLEMENTATION PROFESSIONAL SERVICES CONVERSION		\$640.00			
		<b>TOTAL SERVICES FEES</b>	<b>\$21,280.00</b>	<b>\$25,420.00</b>	<b>\$42,760.00</b>	<b>\$2,100.00</b>	<b>\$11,500.00</b>

**Services Notes:**

1. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

**PAY AGENCY PRODUCTS:**

Qty	Item / Part #	Description	Hardware & Software
		<b>Property &amp; Evidence Hardware Kit &amp; MS Visio</b>	
1	HWR-P&E-TSVRKIT	P&E Bar-Coding Kit (Remote Access)	\$4,274.00
65	THP-MS-VISIO	Microsoft Visio 2010 Standard Edition	\$12,610.00
		<b>Mobile Hardware</b>	
100	HWR-MGTK-SWIPE1	Magtek MiniWedge Swipe Reader	\$5,700.00
		<b>PAY AGENCY PRODUCTS TOTAL</b>	<b>\$22,584.00</b>

**Pay Agency Product Notes:**

1. Actual shipping charges are additional and will be due upon delivery.

<b>SUMMARY OF COSTS</b>	
	<b>Price</b>
Component Systems	\$ 170,959.00
Services	\$ 103,060.00
Travel and Living (estimated)	\$ 20,500.00
Pay Agency Products	\$ 22,584.00
<b>Total</b>	<b>\$ 317,103.00</b>
Initial Payment Amount - Improvement Fees (Second Year)	\$ 27,353.44

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**The amounts noted above shall be payable as follows:**

License Fee: 100% due on October 15, 2015.

Installation: On invoice, upon completion.

Project Management: 100% due on October 15, 2015.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees: 50% due on October 15, 2015; 50% on invoice, upon completion.

Pay Agency Products Hardware & Software Fee: 100% due on October 15, 2015.

Improvement Fees: Improvements Fees for the Initial Contract Year are as noted in Exhibit 1 above and are due thirty (30) days prior to the expiration of the Current Legacy Period. Improvement Fees for any Contract Year subsequent to the Initial Contract Year will be at the then prevailing rates and are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

## DESCRIPTIONS:

Part Number: RMS-AW-T1  
Description: ADDITIONAL RMS WORKSTATION LICENSE - EACH  
Long Description: This is for an additional RMS workstation license.

---

Part Number: RMS-MAP-AW-T1  
Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE - EACH  
Long Description: Provides the ability to pin map locations from SunGard's Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

---

Part Number: RMS-BAR-CLIENT-T1  
Description: BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION  
Long Description: SunGard's Bar-coding Client Software allows for the following business functions within the Property & Evidence module: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

---

Part Number: MCT-BMS-T15  
Description: BASE MOBILE SERVER SOFTWARE UP TO 1000 WORKSTATIONS  
Long Description: Server license of SunGard's Mobile Server Software. Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

---

Part Number: MCT-MFR-REV-T15  
Price: \$6237  
Description: REVIEW MODULE FOR FIELD REPORTING UP TO 1000 WORKSTATIONS  
Long Description: The Field Review Module allows officers to submit reports wirelessly (via the Wireless Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the Wireless Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

---

Part Number: MCT-NOCAD-T15  
Description: MCT CLIENT - NO CAD INTERFACE  
Long Description: This allows for a MCT to run State/NCIC queries and car to car messaging only.

---

Part Number: MCT-MAP-T15  
Description: MCT CLIENT - MAPS  
Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

---

Part Number: MCT-MFR-OFF-T15  
Description: MFR CLIENT - BASE INCIDENT/OFFENSE  
Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

---

Part Number: MCT-MFR-ACC-T15  
Description: MFR CLIENT - ACCIDENT REPORTING  
Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing Sungard's crash wizard and Microsoft Visio.

---

Part Number: RMS-WIZ-CLIENT-T1+  
Description: ACCIDENT WIZARD WORKSTATION LICENSE - EACH  
Long Description: This provides the Accident Drawing Wizard per workstation license. Visio standard edition is required on each workstation or laptop.

---

Part Number: MCT-MFR-ARREST-T15  
Description: MFR CLIENT - ARREST  
Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-AFF-T15  
Description: MFR CLIENT - ARREST AFFIDAVIT  
Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

---

Part Number: MCT-MFR-CITATION-T15

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

---

Part Number: MCT-MFR-MBLN-CLIENT-T15

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Up to 17.5 days of services related to implementation of RMS, including:

Configuration of Margate agency in RMS (1 day)

Creation of SQL Views for Margate on Regional server (1 day)

On-site configuration of no-CAD MCT and knowledge transfer to Margate on setting up mobile computers (2 days) Misc. remote assistance and consultation regarding agency configuration, codes (3 days) On-site Go Live support by 3 resources (Tech, AIC, Trainer) each for 3.5 days (during regular business hours)

---

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: On-site RMS Maintenance Training (up to 4 days) to get Margate and Broward County in agreement on necessary and desired agency-specific codes and settings (plus one day prep/follow-up).

---

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Up to Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. Including overview of Investigator Dashboard and P2P (plus one day prep/follow-up).

---

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On RMS modules to include:

(RMS Accident, P&E, plus bar-coding install. 2.5 on-site days)

---

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Up to Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training including MCT NOCAD (plus one day prep/follow-up).

---

Part Number: MCT-ADD-TRN

Description: MFR ADD ON MODULE USER TRAINING

Long Description: Training for MFR Add-on Modules to include:

MFR Accident, Arrest, Affidavit, & Citation 2 1/2 days

---

Part Number: RMS-RPRF-T6+

Description: TRAFFIC STOPS (RACIAL PROFILING) MODULE - 30+ WORKSTATIONS

Long Description: This module allows officers to document required traffic stop information. Each agency's data collection form must be approved by Product Management.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-AM-INST  
Description: ADD-ON RMS SOFTWARE MODULES INSTALLATION CHARGES PER MODULE  
Long Description: Installation and setup of any add-on RMS modules that are purchased in addition to the base RMS Product.  
Message switch and mapping related items are not a part of this item.

---

Part Number: RMS-ADD-TRN  
Description: RMS ADD-ON MODULE USER TRAINING  
Long Description: Training for Add-On RMS modules to include:

Racial Profiling 1/2 day via web

---

Part Number: MCT-MFR-DAM-T15  
Description: DAILY ACTIVITY MODULE CLIENT  
Long Description: Records all activities the officer performs during the work shift. At the end of the work shift, the daily activity record is submitted from MFR and the data is transferred to the production RMS database.

**\*\*NOTE: LICENSING OF THE RMS-DAILY-DAM REQUIRED. \*\***

---

Part Number: MCT-MFR-RACEPROF-T15  
Description: MFR CLIENT - RACIAL PROFILING  
Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

---

Part Number: MCT-PROJ-MGNT  
Description: PROJECT MANAGEMENT SERVICES  
Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

---

Part Number: MCT-PROF-ADD  
Description: MFR Modules Installation  
Long Description: Installation of MFR Daily Activity and Racial Profiling module 1/2 day.

---

Part Number: MCT-ADD-TRN  
Description: MFR ADD ON MODULE USER TRAINING  
Long Description: Training for MFR Add-on Modules to include:

Daily Activity 1/2 day  
Demographic module 1/2 day

---

Part Number: RMS-PROJ-MGNT  
Description: PROJECT MANAGEMENT FOR RMS  
Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-AM-INST  
Description: CA+ INSTALLATION  
Long Description: Installation and setup of CA+.

---

Part Number: RMS-ADD-TRN  
Description: CA+ END USER TRAINING  
Long Description: Training for Add-On RMS modules to include:

CA + 2 days of training and .5 days of trainer prep and follow up.

---

Part Number: RMS-DATACNV-HTE  
Description: DATA CONVERSION FROM HTE  
Long Description: SunGard will convert data from the following CRIMES modules to the corresponding RMS module:  
Master Names  
Incident  
Property & Evidence  
Field Interview

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR DATA CONVERSION

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

---

Part Number: RMS-PROF-ADD-IMPL

Description: IMPLEMENTATION PROFESSIONAL SERVICES CONVERSION

Long Description: Conversion Implementation.

---

### **Pay Agency Products**

Part Number: HWR-P&E-TSVRKIT

Description: P&E Bar-Coding Kit (Remote Access)

Long Description: Property and Evidence Barcode Scanning Solution (Remote Desktop Design)

- (1) TAG Global Systems GD3015 Tablet
  - (1) TAG Global Systems Desktop Dock
  - (1) Symbol LS-2208 Handheld USB Wedge Scanner
  - (1) Sato Model CG408 Thermal Transfer Label Printer with Paper and USB cable
  - (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad
- 

Part Number: THP-MS-VISIO

Description: Microsoft Visio 2010 Standard Edition

Long Description: Visio 2010 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSl Accident Wizard.

---

Part Number: HWR-MGTK-SWIPE1

Description: Magtek MiniWedge Swipe Reader

Long Description: MagTek USB Magstripe Swipe Card Reader for in car MCT use to swipe Operator's License in States that use a mag-stripe system.

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## GENERAL PROJECT CONDITIONS SUPPLEMENT

### General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system. Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently

from VMware software.

## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY.
  - (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT

**(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

## DATA ACCESS SUBSCRIPTION SUPPLEMENT

### 1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
  - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to “Improvements” for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer’s Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

**3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

**4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

**5. User Responsibilities.**

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User’s data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User’s system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

**6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

## SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

### 1. Additional Definitions.

"Initial Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period commencing on the Execution Date and ending twelve (12) months from the expiration of the Current Legacy Period.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the expiration of the Initial Contract Year (the "Second Contract Year") and ending one (1) year thereafter, or the anniversary thereof.

"Current Legacy Period" means that period expiring 9/30/2015 according to the separate written agreement between Customer and SunGard Public Sector under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's Naviline brand software system.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard

Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

### 2. Services.

a) Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

### 3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Maintenance Amount" for the Initial Contract Year. For each Contract Year subsequent to the Initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Maintenance Supplement will remain in full force and effect throughout the Initial Contract Year and will automatically renew for the Second and Third Contract Year unless, at least six (6) months prior to the expiration of the then-current Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the Second or Third Contract Year. For the Third or subsequent Contract Year(s), this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year. For the avoidance of doubt, any termination of this Agreement by SunGard Public Sector as provided for in this Section is effective only for the Third or subsequent Contract Year(s).

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard

Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt

of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

7. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

B) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

C) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**Appendix 1**  
**TO THE SOFTWARE MAINTENANCE SUPPLEMENT**

Customer: **City of Margate, FL**

The Initial Contract Year begins on the Execution Date and ends twelve (12) months from the expiration of the Current Legacy Period.

“Contract Year” means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the expiration of the Initial Contract Year (the “Second Contract Year”) and ending one (1) year thereafter, or the anniversary thereof.

**NOTE:**

Customer and SunGard Public Sector are parties to a separate written agreement (“Legacy Agreement”) under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector’s Naviline brand software system (“Legacy Software”). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the Current Legacy Period. Customer’s maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period.

**Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products until receipt of written notice of termination at least ninety (90) days prior to commencement of the subsequent term.**

**Appendix 2**  
**TO THE SOFTWARE MAINTENANCE SUPPLEMENT**

**Maintenance Standards**

- I. Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

*\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

*Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.*

## EXHIBIT 2

### SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

#### MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner