

CUSTOMER NO. _____; CONTRACT NO. _____

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 Key West
with its principal place of business at
1604 North Roosevelt Boulevard
Key West, FL 33040

(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 October 30, 2015.

City of Key West, FL

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

THIS 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, and subject to Florida's Law pertaining to Public Records, including these contained in Chapter 119, Florida Statutes, 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 Key West, FL

Delivery Address: 1604 North Roosevelt Boulevard, Key West, FL 33040

SOFTWARE:

Qty	Part #	Component Systems	License Fees	Initial Annual Improvements Fee	Annual Support Type
		CAD			
1	CAD-SITE	BASE COMPUTER AIDED DISPATCH SYSTEM	\$66,073.00	\$10,572.00	7x24
1	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE	\$2,600.00	\$416.00	7x24
1	CAD-MAP-T1	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	\$3,500.00	\$560.00	7x24
1	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE	\$1,000.00	\$160.00	7x24
1	CAD-MRM-T1	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	\$1,000.00	\$160.00	7x24
1	MCT-MIS-T1	LAN CLIENT LICENSE FOR MESSAGE SWITCH	\$200.00	\$32.00	7x24
1	CAD-E911-T1	E911 INTERFACE MODULE	\$4,500.00	\$720.00	7x24
1	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	\$1,500.00	\$240.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	\$7,500.00	\$1,200.00	7x24
1	CAD-INT-ESO	ESO SOLUTIONS FIRE/EMS EXPORT INTERFACE	\$5,500.00	\$880.00	7x24
1	CAD-INT-GEN	GENERIC FIRE, EMS, LAW EXPORT	\$7,500.00	\$1,200.00	7x24
1	CAD-PQA-LAW-T1	LAW PROQA INTERFACE	\$5,500.00	\$880.00	7x24
1	CAD-INT-FIREPROGRAMS	CAD TO FIREPROGRAMS INTERFACE	\$5,500.00	\$880.00	7x24
		Mobile Computing			
1	MCT-BMS-T1	BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS	\$37,200.00	\$5,952.00	7x24
1	MCT-AVL-HOST-T1	AVL SERVER HOST LICENSE	\$13,200.00	\$2,112.00	7x24
1	MCT-SWI-T1	MESSAGING SOFTWARE	\$7,500.00	\$1,200.00	7x24
1	MCT-MFR-REV-T1	REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS	\$31,700.00	\$5,072.00	7x24
95	MCT-CLIENT-T1	MCT CLIENT - DIGITAL DISPATCH	\$66,500.00	\$10,640.00	7x24
95	MCT-AVL-CLIENT-T1	MCT CLIENT - AVL	\$9,500.00	\$1,520.00	7x24
95	MCT-MAP-T1	MCT CLIENT - MAPS	\$9,500.00	\$1,520.00	7x24
95	MCT-MFR-OFF-T1	MFR CLIENT - BASE INCIDENT/OFFENSE	\$76,000.00	\$12,160.00	7x24
95	MCT-MFR-ARREST-T1	MFR CLIENT - ARREST	\$28,500.00	\$4,560.00	7x24
95	MCT-MFR-AFF-T1	MFR CLIENT - ARREST AFFIDAVIT	\$19,000.00	\$3,040.00	7x24
95	MCT-MFR-CITATION-T1	MFR CLIENT - CITATION	\$38,000.00	\$6,080.00	7x24
95	MCT-MFR-ACC-T1	MFR CLIENT - ACCIDENT REPORTING	\$38,000.00	\$6,080.00	7x24
4	MCT-MFR-MBLN-CLIENT-T1	MFR CLIENT- MOBILAN VERSION	\$1,600.00	\$256.00	7x24
1	MCT-INT-NMVHEXP	MCT XML NAME AND VEHICLE DATA EXPORT	\$7,500.00	\$1,200.00	7x24
		RMS			
1	RMS-BASE-SITE	BASE RECORDS MANAGEMENT SYSTEM	\$47,700.00	\$7,632.00	7x24
1	RMS-MAP-T1	RMS MAP DISPLAY AND PIN MAPPING LICENSE	\$600.00	\$96.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE	\$2,800.00	\$448.00	7x24
1	RMS-BAR HOST-T1	BAR CODING SERVER LICENSE	\$1,300.00	\$208.00	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE	\$1,300.00	\$208.00	7x24
1	RMS-CFS-T1	CALLS FOR SERVICE MODULE	\$800.00	\$128.00	7x24
1	RMS-GENPERM-T1	GENERIC PERMIT MODULE	\$1,300.00	\$208.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE	\$3,800.00	\$608.00	7x24
1	RMS-SOFF-T1	SEX OFFENDER MODULE	\$7,600.00	\$1,216.00	7x24
1	RMS-ACCIDENT-T1	BASIC ACCIDENT MODULE	\$1,300.00	\$208.00	7x24
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE	\$800.00	\$128.00	7x24
1	RMS-PS-T1	PAWN SHOP/PAWN WATCH	\$1,300.00	\$208.00	7x24
1	RMS-FR-T1	FELONY REGISTRATION MODULE	\$800.00	\$128.00	7x24
1	INT-P2P-OSSI	ANNUAL FEE P2P - OSSI	INCLUDED	INCLUDED	7x24
1	RMS-CA-T1	CRIME ANALYSIS MODULE	\$6,300.00	\$1,008.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE	\$1,800.00	\$288.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	\$8,800.00	\$1,408.00	7x24
1	RMS-INT-FL-ACCIDENT	INTERFACE FOR ELECTRONIC SUBMISSION OF ACCIDENTS TO FL STATE ACCIDENT REPOSITORY	\$7,500.00	\$1,200.00	7x24
1	RMS-WIZ-BASE-T1	ACCIDENT WIZARD BASE SERVER LICENSE	\$2,600.00	\$416.00	7x24
1	RMS-WIZ-CLIENT-T1	ACCIDENT WIZARD WORKSTATION LICENSE	\$200.00	\$32.00	7x24
			\$594,173.00		
1	DISCOUNT	LOYAL CUSTOMER MIGRATION DISCOUNT	(\$395,173.00)		
			\$199,000.00	\$95,068.00	

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 "Initial Annual Improvement Fees" amount in the schedule 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.

SERVICES:

Qty	Part #	Description	Installation	Implementation	Project Management	Professional Services	Training	Conversion
CAD Implementation Services								
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$23,040.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION	\$4,200.00					
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION		\$18,880.00				
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION		\$12,600.00				
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING					\$6,400.00	
4	CAD-USR-TRN	CAD USER TRAINING					\$25,600.00	
1	CAD-PROF-ADD	INITIAL WORKFLOW DISCOVERY/KICKOFF				\$10,240.00		
1	CAD-DATACNV-HTECAD6	DATA CONVERSION FOR HTE CAD 400						\$5,250.00
1	CAD-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - Data Conversion Implementation				\$1,400.00		
3	CAD-PROF-ADD	MOCK GO-LIVE & ON-SITE RESOURCE AT GO LIVE				\$3,840.00		
1	CAD-INST-ADD	CAD SOFTWARE INSTALLATION - ADD ON	\$3,500.00					
Mobile Implementation Services								
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			\$23,200.00			
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING	\$2,800.00					
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH	\$2,800.00					
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH		\$1,400.00				
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE	\$4,800.00					
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES		\$7,000.00				
2	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING		\$5,600.00				
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING					\$3,840.00	
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING					\$1,280.00	
8	MCT-USR-TRN	MCT USER TRAINING					\$5,120.00	
8	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING					\$30,720.00	
3	MCT-PROF-ADD	MOCK GO-LIVE & ON-SITE RESOURCE AT GO LIVE				\$3,840.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING	\$3,200.00					
1	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING					\$5,120.00	
RMS Implementation Services								
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			\$29,120.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES	\$7,000.00					
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES		\$14,920.00				
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING					\$6,400.00	
1	RMS-USR-TRN	RMS USER TRAINING					\$6,400.00	
9	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING					\$11,520.00	
1	RMS-PGL-CON	RMS POST GO-LIVE TRAINING CLOSE OUT					\$5,120.00	
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE						\$45,800.00
1	RMS-PROF-ADD-QA	DATA CONVERSION IMPLEMENTATION		\$1,400.00				
1	INT-P2P-USR-TRN	P2P USER TRAINING					\$640.00	
3	RMS-PROF-ADD	MOCK GO-LIVE & ON-SITE GO-LIVE SOURCE				\$3,840.00		
1	RMS-AM-INST	ADD-ON RMS SOFTWARE MODULES INSTALLATION CHARGES PER MODULE	\$7,000.00					
1	RMS-PROF-ADD	DETECTIVE TRAINING & RMS OVERVIEW SESSION					\$6,400.00	
1	CONT-BUDGET	CONTINGENCY				\$12,500.00		
TOTAL:			\$35,300.00	\$61,800.00	\$75,360.00	\$35,660.00	\$114,560.00	\$51,050.00

Qty	Part #	Component Systems	Custom Modification Fee	Initial Annual Improvements Fee	Annual Support Type
1	MCT-MFR-AA-CUST	MFR CUSTOM ARREST AFFIDAVIT	\$7,500.00	\$1,200.00	7x24
1	MCT-MFR-CIT-CUST	AGENCY SPECIFIC CITATION FORMS	\$7,500.00	\$1,200.00	7x24
TOTAL:			\$15,000.00	\$2,400.00	

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.

SUMMARY OF COSTS	Price
Component Systems	\$199,000.00
Services	\$373,730.00
Custom Modifications	\$15,000.00
TOTAL	\$587,730.00
Initial Annual Improvements Fee	\$97,468.00

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% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees: 50% on the Execution Date; 50% on invoice, upon completion.

Custom Modification Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Improvement Fees: Improvements Fees for the Initial Contract Year are as noted in the schedule 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.

DESCRIPTIONS:

Part Number: CAD-SITE

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE TO INCLUDE:

- CAD-MAP
- CAD-MAPD
- CAD-MRM
- MCT-MIS
- CAD-E911
- MCT-AVL
- CAD-CON

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems

Part Number: CAD-CON-T1

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MAP-T1

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services.

Part Number: CAD-MAPD-T1

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-MRM-T1

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

Part Number: MCT-MIS-T1

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

The standard set of State/NCIC queries included are Drivers license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: CAD-E911-T1

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: MCT-AVL-CAD-T1

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: CAD-INT-CRY

Description: CAD INTERFACE TO CRYWOLF

Long Description: This is a two way interface with the 3rd party CryWolf® alarm product. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

Part Number: CAD-INT-ESO

Description: ESO SOLUTIONS FIRE/EMS EXPORT INTERFACE

Long Description: A one way export of CAD data to ESO Solutions. The interface is designed to export live CAD event data throughout the life of the event to a specific directory location in a single comma delimited ASCII text file where it will be retrieved and processed by the ESO Solutions application. CAD will export data to ESO Solutions at different times throughout the life of the event to ensure that the export file is always updated with the latest information from CAD.

Part Number: CAD-INT-GEN

Description: GENERIC FIRE, EMS, LAW EXPORT

Long Description: This interface is designed to export CAD event data that can then be imported and processed by third party applications. The customer configures by agency the events that will automatically export. This export may be used for Law, Fire, and EMS.

3rd party must adhere to our specifications.

Part Number: CAD-PQA-LAW-T1

Description: LAW PROQA INTERFACE

Long Description: SunGard has developed an interface to ProQA's windows version of Fire Dispatch. SunGard does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard installing the CAD interface.

Part Number: CAD-INT-FIREPROGRAMS

Description: CAD TO FIREPROGRAMS INTERFACE

Long Description: Upon completion of a Fire event, the SunGard CAD system will automatically export incident and unit information. This export is deposited in a directory where the FIREPROGRAMS application will be able to retrieve it and import it.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also 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: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: Three (3) days of service related to CAD installation. Includes installation and initial configuration of CAD software and standard interfaces on the Customer server, as well as on-site installation of CAD on 5 workstations during a knowledge transfer session with the Customer.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: 14 days of services related to CAD implementation, consisting of:

- Four (4) days of advisory consultation to assist with Customer questions and requests throughout the project
- Three periodic CAD data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (4 days total).
- Three (3) SunGard resources for two days each of on-site Go Live support. Support to be provided during weekday standard business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resources in a 24-hour period.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: Up to 9 days of service related to GIS implementation.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-PROF-ADD

Description: INITIAL WORKFLOW DISCOVERY/KICKOFF

Long Description: Up to eight (8) days total services for on-site workflow discovery, assessment and review, (1 SunGard resource for 3 days for CAD/MCT; 1 SunGard resource for 5 days for RMS/MFR). Designed to provide a roadmap for the application configuration/implementation process.

Part Number: CAD-DATACNV-HTECAD6

Description: DATA CONVERSION FOR HTE CAD 400

Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding SunGard proposed CAD solution module:

- Call History
- Sites

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: CAD-PROF-ADD-TECH

Description: ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - Data Conversion Implementation

Long Description: Data Conversion Implementation Services

Part Number: CAD-PROF-ADD

Description: MOCK GO-LIVE & ON-SITE RESOURCE AT GO LIVE

Long Description: Services provided by SunGard product or training specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting

Part Number: CAD-INST-ADD

Description: CAD SOFTWARE INSTALLATION - ADD ON

Long Description: SunGard Services for installation of the following CAD module(s):

- CryWolf
- Generic CAD Export
- E911 Interface

Part Number: MCT-BMS-T1

Description: BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS

Long Description: Server license of SunGard's Mobile Server Software to support up to 100 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-AVL-HOST-T1

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-SWI-T1

Description: MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-workstation messaging. Secondly, it supports State/NCIC queries from the Data Entry window. Responses from the State come back to the user in the message queue.

The Message Switch must run on Windows 2008 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic queries.

NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

The standard set of State/NCIC queries included are Driver's license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: MCT-MFR-REV-T1

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 100 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-CLIENT-T1

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-AVL-CLIENT-T1

Description: MCT CLIENT - AVL

Long Description: SunGard's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard's AVL.

Part Number: MCT-MAP-T1

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.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-OFF-T1

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.

Part Number: MCT-MFR-ARREST-T1

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.

Part Number: MCT-MFR-AFF-T1

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-T1

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-ACC-T1

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: MCT-MFR-MBLN-CLIENT-T1

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.

Part Number: MCT-INT-NMVHEXP

Description: MCT XML NAME AND VEHICLE DATA EXPORT

Long Description: This is a one-way interface for the purposes of exporting Name and Vehicle data received via MCT NCIC queries and dispatch transactions. The Name and Vehicle data will be exported in an XML format to a workstation directory for consumption by a third party field reporting application.

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: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of services for initial installation and configuration of MFR on the Customer server.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Two (2) days of services for installation and set-up of SunGard's Message Switch application software.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Three (3) days of service related to installation of the SunGard mobile applications and consisting of:

- Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.
 - One (1) day of advisory consultation to assist with Customer questions and requests throughout the project.
-

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: Five (5) days of services for MCT implementation, consisting of:

- Two (2) days for an on-site visit to configure MCT, conduct MCT Maintenance Training (for up to 6 participants or as determined by mutual agreement of SunGard and the Customer), and provide knowledge transfer on installation of MCT on 5 mobile computers.
- Two (2) days of on-site Go Live support by one SunGard resource. Service to be provided during standard weekday business hours (7 a.m.-7 p.m) and not to exceed 8 hours per 24-hour period.
- One (1) day of advisory consultation to provide assistance with Customer MCT questions and issues throughout the project.

Part Number: MFR-IMPL
 Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING
 Long Description: Two (2) days of QA services to test MFR.

Part Number: MFR-MNT-TRN
 Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING
 Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 2 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MCT-MNT-TRN
 Description: MCT MAINTENANCE TRAINING
 Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MCT-USR-TRN
 Description: MCT USER TRAINING
 Long Description: Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR.
 Class duration = 4 hours.

Part Number: MFR-USR-TRN
 Description: MOBILE FIELD REPORTING USER TRAINING
 Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or Crash Wizard. Class duration = up to 2 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MCT-PROF-ADD
 Description: MOCK GO-LIVE & ON-SITE RESOURCE AT GO LIVE
 Long Description: Services provided by SunGard product or training specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-MFR-AA-CUST
 Description: MFR CUSTOM ARREST AFFIDAVIT
 Long Description: Development of custom Arrest Affidavit for MFR.

Client specific module is for the creation of the arrest affidavit from the field. The arrest data is transferred from the Arrest module in RMS. It allows for the remote printing of the affidavit. SunGard will develop a custom arrest affidavit based on the customer's form. This development does not include adding any new data elements to the MFR Arrest module.

Development will require the creation of a mutually agreed upon Statement of Work.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: MCT-MFR-CIT-CUST
 Description: AGENCY SPECIFIC CITATION FORMS
 Long Description: Development of custom Citation Module for MFR.

SunGard will develop one custom citation report to be printed in MFR. This development does not include adding any new data elements to the MFR Citation module. Development will require the creation of a mutually agreed upon Statement of Work.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: Two (2) days of on-site services for AVL installation, configuration, and Administrator training.

Part Number: MCT-ADD-TRN

Description: MFR ADD ON MODULE USER TRAINING

Long Description: MFR Add-on Modules to include:

Citation

- Arrest 1-½ Days
- Accident 2 Days
- Moblan ½ Day

Part Number: RMS-BASE-SITE

Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE TO INCLUDE:

- RMS-MAP
- RMS-P&E
- RMS-BAR-HOST
- RMS-BAR-CLIENT
- RMS-CFS
- RMS-GENPERM
- RMS-INTELLIGENCE
- RMS-SOFF
- RMS-ACCIDENT
- RMS-BIKE
- RMS-PS
- RMS-FR
- INT-P2P
- RMS-CA
- RMS-TRAIN
- RMS-WIZ-BASE
- RMS-WIZ-CLIENT

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-MAP-T1
Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE
Long Description: Provides the ability to pin map locations from SunGard's PISTOL 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-P&E-T1
Description: PROPERTY AND EVIDENCE MODULE
Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

Part Number: RMS-BAR HOST-T1
Description: BAR CODING SERVER LICENSE
Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

Part Number: RMS-BAR-CLIENT-T1
Description: BAR CODING HAND-HELD CLIENT LICENSE
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.

Part Number: RMS-CFS-T1
Description: CALLS FOR SERVICE MODULE
Long Description: The Calls for Service module allows users to enter and maintain records for service events within the agency. Information includes call date/time, nature code, location, dispatch, arrival, and clear times, clear times, and responding unit(s).

Part Number: RMS-GENPERM-T1
Description: GENERIC PERMIT MODULE
Long Description: This module provides the ability to record application and status of various permits as applied for by citizens. Module tracks payment of permits and enforces local agency policies for the issuance of permits.

Part Number: RMS-INTELLIGENCE-T1
Description: INTELLIGENCE MODULE
Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-SOFF-T1
Description: SEX OFFENDER MODULE
Long Description: This non-state specific module allows for the registration and agency reports of sex offenders. It allows for various classification levels and various re-registration rules.

Part Number: RMS-ACCIDENT-T1
Description: BASIC ACCIDENT MODULE
Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-BIKE-T1
Description: BIKE REGISTRATION MODULE
Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

Part Number: RMS-PS-T1
Description: PAWN SHOP/PAWN WATCH
Long Description: Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch allows the Customer to create user defined `watches` against existing and future pawn tickets entered from the Pawn module. These watches generate `hit` reports notifying the requesting investigator of a Pawn Watch match.

Part Number: RMS-FR-T1

Description: FELONY REGISTRATION MODULE

Long Description: The Felony Registration module participates in the name alert subsystem of RMS and MFR. This module is not state specific for all states.

Part Number: INT-P2P-OSSI

Description: ANNUAL FEE P2P - OSSI

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own SunGard RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus many detail page views

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.
 - Each site must have a constant Broadband Internet connection to a Windows 2000 Workstation or Server not a dial-up to host their data.
 - Each site must provide Secure Link or similar access to the desktop of the server above for SunGard to support via the Internet.
-

Part Number: RMS-CA-T1

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis module provides the ability to pin map events from one or more RMS application modules simultaneously and identify high crime areas within defined geographic regions. This product includes forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

Part Number: RMS-PSD-T1

Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-INT-FL-ACCIDENT

Description: INTERFACE FOR ELECTRONIC SUBMISSION OF ACCIDENTS TO FL STATE ACCIDENT REPOSITORY

Long Description: This interface enables the agency to electronically submit the Accident reports to the State repository on a scheduled basis.

Part Number: RMS-WIZ-BASE-T1

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-WIZ-CLIENT-T1

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

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-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Five (5) days of services related to RMS server and application installation. Includes setting up the server with ONESolution and appropriate databases, as well as installation and initial configuration of RMS, P2P, and standard interfaces. Also includes the on-site installation of RMS on 5 workstations during a knowledge transfer session with the Customer.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: Eleven (11) days of services for RMS implementation, consisting of:

- Three periodic RMS data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (3 days total).
 - Two (2) days of advisory consultation to assist the Customer with RMS questions and requests throughout the project
 - Three (3) SunGard resources (1 RMS consultant, 2 trainers) for two days each of on-site Go Live support. Support to be provided during standard weekday business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resource in a 24-hour period.
-

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On RMS modules.

Half Days:

- Calls for Service 1/2 Day
- Generic Permits 1/2 Day
- Intelligence 1/2 Day
- Sex Offender 1/2 Day
- Accident 1/2 Day
- Bike Registration 1/2 Day
- Pawn 1/2 Day
- Felony Registration 1/2 Day
- Crime Analysis 1/2 Day
- Training 1/2 Day

Full Days (On-site):

- Property & Evidence 2 Days
- Bar Coding 1 Day

- Internal Affairs 1 Day

Part Number: RMS-PGL-CON

Description: RMS POST GO-LIVE TRAINING CLOSE OUT

Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation 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
- Adult and Juvenile Arrest
- Evidence
- Field Interview
- Citation
- Accident
- Warrant
- Pawn Shop
- Citation
- Bike Registration

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

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-PROF-ADD-QA

Description: DATA CONVERSION IMPLEMENTATION

Long Description: Data Conversion Implementation Services

Part Number: INT-P2P-USR-TRN

Description: P2P USER TRAINING

Long Description: One instructor-led web-training session of up to 4 hours focusing on P2P.

Part Number: RMS-PROF-ADD

Description: MOCK GO-LIVE & ON-SITE GO-LIVE SOURCE

Long Description: Services provided by SunGard's product or training specialists. Services may include, but are not limited to, add-on module training, refresher training, system analysis, or consulting.

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-PROF-ADD

Description: DETECTIVE TRAINING & RMS OVERVIEW SESSION

Long Description: Detective and Special Operations training. Plus, administrative searching and report retrieval class.

Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CONT-BUDGET

Description: CONTINGENCY

Long Description: Allowance is designed to cover items of cost which are not known exactly at this time.

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.

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.

1. 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.

2. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Initial Annual Improvement Fees" 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.

3. Term. This Maintenance Supplement will remain in full force and effect throughout the Initial Contract Year and will automatically renew for the Second 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 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.

4. 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.**

5. 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.

6. 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 Key West, 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*
Urgent 1	A support issue shall be considered Urgent 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. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical 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.	
Non-Critical 3	A support issue shall be considered Non-Critical 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.	
Minor 4	A support issue will be considered Minor 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

\$65 per day Non-Standard Per Diem

\$13.00 – Breakfast

\$16.25 – Lunch

\$35.75 – Dinner