

Finalizing last minute details in contract. Draft is 95% complete.

CUSTOMER NO. \_\_\_\_\_; CONTRACT NO. 090715

## 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 Georgetown  
809 Martin Luther King St.  
Georgetown, TX 78626

(for purposes of this Agreement, "Customer")

**DRAFT**

**DRAFT**

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 December 20, 2009.

**City of Georgetown, TX**

**SunGard Public Sector Inc.**

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

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

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

PRINT NAME  
AND TITLE: \_\_\_\_\_

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

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

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

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

## **1. Definitions.**

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

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

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

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

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

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

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has

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

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

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

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

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

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

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

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

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided

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

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

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

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

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

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management (“Iron Mountain”) pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector (“Escrow Agreement”). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named “Preferred Beneficiaries” under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee’s request.

(b) Object 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 and for testing or training on a separate instance.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer will receive in in electronic form from SunGard Public Sector and 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.

(d) 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.

(e) 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.

(e) FBI CJIS Security Policy SunGard Public Sector agrees to follow FBI CJIS and City Security Policies related to vendor employee background checks. SunGard Public Sector must demonstrate they are in compliance with CJIS Security Policies and the Customer will be required to update its Security Review Plan with DPS.

**5. Delivery.** Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Specified 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. If the Customer desires to obtain additional licenses, the Customer may pay the Component System License Fee amount in Exhibit 1 for the twelve (12) months following the Execution Date, with no increase in the Component System License Fee price. For the two years following the first contract year, Customer will receive a forty percent (40%) discount on all Component System License Fee pricing.

(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 SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, attached as Exhibit 3 herein, and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(iii) Prompt Payment Policy – Except as otherwise provided in Exhibit 1 as to when payments are due, in accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which the City receives the supplies, materials, equipment, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the City receives a correct invoice for the supplies, materials, equipment, or services, whichever is later. Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy, however, this policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the Customer and SunGard concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- (b) There is a bona fide dispute between SunGard and a subcontractor or between a subcontractor and its supplier

concerning supplies, materials, or equipment delivered or the services performed which causes the payment to be late; or

- (c) The invoice is not mailed to the Customer in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual Agreement
- (d) The Customer shall document to SunGard the issues related to disputed invoices within ten (1) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

(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 seven (7) 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.

(e) SunGard Public Sector warrants that the information as denoted in its brochures as to the description of its products is true and correct.

**8. Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

**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. Customer may terminate this Agreement at any time provided at least thirty (30) days' written notice is given to the other party. Provided as a strict condition of such right of termination for convenience, Customer must first remit to SunGard Public Sector payment in full of: (a) all license fee amounts for the Component Systems(s), (b) all amounts for all third party products provided by SunGard Public Sector under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard Public Sector, and (d) all reimbursable expenses incurred by SunGard Public Sector. SunGard, with cause, may terminate this Agreement provided at least sixty (60) days' written notice is given to the other party. 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. SunGard shall not subcontract any work, without the prior written approval of the Customer. 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 Texas, Williamson County, 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 TOTAL FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR**

**(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. Insurance and Bonds** Before work begins, SunGard Public Sector will furnish Customer Certificates of Insurance, performance and payment bonds as defined in Section 9 and 10 of RFP#29007. The performance bond will ensure installation of the Computer Aided Dispatch system and the one year warranty.

**18. Conflict of Interest** SunGard Public Sector certifies that it has disclosed to Customer any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. SunGard Public Sector agrees to advise Customer of any actual, apparent or potential conflicts of interest

that may develop subsequent to the date of execution of this Contract. SunGard Public Sector further agrees to complete any statements of economic interest if required by either City ordinance or State law.

**19. Amendments, Changes or Modifications**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

**20. 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.

Customer:  
Delivery Address:

Georgetown Police Department, City of Georgetown, TX  
809 Martin Luther King St., Georgetown, TX 78626

**EXHIBIT 1**

**SOFTWARE<sup>1, 2</sup>:**

Qty	Part #	Component System	License Fee
		<b>COMPUTER AIDED DISPATCH SYSTEM</b>	
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-2 3 CAD Consoles	\$ 48,100.00
3	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	11,700.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	4,500.00
5	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	7,500.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-E911	E911 INTERFACE MODULE <sup>1</sup>	5,500.00
1	CAD-INT-PG	SUNGARD OSSI'S INTERFACE TO PAGEGATE <sup>1</sup>	1,000.00
1	CAD-PG	ALPHA NUMERIC PAGING MODULE	5,500.00
1	CAD-PQA-FIR	FIRE PROQA INTERFACE <sup>1</sup>	5,500.00
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE <sup>1</sup>	5,500.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF <sup>1</sup>	7,500.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	5,500.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE <sup>1</sup>	5,500.00
		<b>RECORDS MANAGEMENT SYSTEM</b>	
1	RMS-BASE-30	BASE RECORDS MANAGEMENT SYSTEM - 30 WORKSTATION	55,500.00
1	RMS-MAP-30	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 30 WORKSTATION	6,000.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	3,190.00
1	RMS-RL-30	REMOTE LINEUP APPLICATION - 30	7,500.00
1	RMS-NTF-30	NOTIFICATION MODULE - 30 WORKSTATION	9,700.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-TRAIN-5	TRAINING MODULE - 5 WORKSTATION	3,500.00
1	RMS-FLMAINT-5	FLEET MAINTENANCE MODULE - 5 WORKSTATION	1,500.00
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	5,500.00
1	RMS-SOFF	SEX OFFENDER MODULE	15,000.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	RMS-ACCIDENT-30	BASIC ACCIDENT MODULE - 30 WORKSTATION	4,500.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
65	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,750.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-CFS-5	CALLS FOR SERVICE MODULE - 5 WORKSTATION	1,500.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	RMS-ASSET-5	ASSET MANAGEMENT MODULE-5 WORKSTATION	1,500.00
1	RMS-DOCSCAN	DOCUMENT SCANNING AND STORAGE	10,000.00
1	RMS-LINK-T2	LINK ANALYSIS MODULE	12,500.00
1	RMS-POP-5	PROBLEM ORIENTED POLICING MODULE - 5 WORKSTATION	2,500.00
1	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	2,500.00
1	RMS-PS-BATCH	PAWN BATCH TICKET PROCESSING MODULE	5,500.00
1	RMS-GENPERM-5	GENERIC PERMIT MODULE - 5 WORKSTATION	2,500.00
1	RMS-INCODE-INTF	INTERFACE TO INCODE COURT SYSTEM <sup>1</sup>	10,000.00
1	RMS-PSTLINCD-INTF	INTERFACE FROM INCODE COURTS TO PISTOL <sup>1</sup>	10,000.00
1	JMS-MS DISPLAY-30	MUGSHOT DISPLAY SOFTWARE LICENSE - 30 WORKSTATION	11,000.00
		<b>MOBILE COMMUNICATION TERMINALS</b>	
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
20	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	6,000.00
1	MCT-BMS-T4	BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS	35,500.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
80	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH 65P-15F	79,600.00
80	MCT-MAP	MCT CLIENT - MAPS 65P-15F	16,000.00
65	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	32,500.00
65	MCT-MFR-ARREST	MFR CLIENT - ARREST	19,500.00
65	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	64,675.00
5	MCT-CLIENT-PDA	MCT CLIENT - PDA /HANDHELD DEVICE	2,500.00
20	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	10,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
100	MCT-AVL-CLIENT	MCT CLIENT - AVL 65-P 15-F 20-Deadheads	15,000.00
6	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	12,000.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE <sup>1</sup>	7,500.00
		<b>Web Based Applications</b>	
1	INT-P2C	Police 2 Citizen	9,500.00
1	INT-OPSCAD	OPS CAD	17,500.00
1	INT-OPSRMS	OPS RMS	17,500.00
		<b>Subtotal</b>	<b>\$ 777,215.00</b>
1	DISCOUNT	DISCOUNT 40% off License Fees	\$(310,886.00)
		<b>TOTAL LICENSE FEE</b>	<b>\$ 466,329.00</b>

**Notes to Software Table:**

<sup>1</sup> Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

<sup>2</sup> Note: Mobiles applications do not include AVL hardware.

**SERVICES<sup>1,2</sup>:**

Qty.	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
<b>CAD Implementation Services</b>							
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 12,000.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$10,500.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 16,000.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 20,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 4,800.00				
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	3,600.00				
3	CAD-USR-TRN	CAD USER TRAINING - 3 classes for 3 shifts	14,400.00				
<b>RMS Implementation Services</b>							
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			21,600.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				12,200.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	4,800.00				
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	9,600.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	16,800.00				
1	RMS-DATACNV	DATA CONVERSION - Live/Production Data Conversion from New World Systems' AS/400 software.					40,000.00
1	JMS-ADD-TRN	JMS ADD ON MODULE TRAINING	600.00				
<b>MCT Implementation Services</b>							
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			34,800.00		
1	MCT-CLIENT-INST	INSTALLATION OF DIGITAL DISPATCHING CLIENT		2,800.00			
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		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		4,200.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,000.00	
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,200.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	3,600.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	7,200.00				
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	2,400.00				
<b>Services for Internet Applications</b>							
1	INT-PROJ-MGNT	PROJECT MANAGEMENT			3,600.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,200.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
<b>OpCenter Web Application Server</b>							
1	TCH-INSTALL-SERV	Implementation Services for Application Server				1,400.00	
<b>P2C Web Application Server</b>							
1	TCH-INSTALL-SERV	Implementation Services for Application Server				1,400.00	
<b>Property and Evidence Bar Coding Hardware</b>							
1	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware				700.00	
<b>Quartermaster Bar Coding Hardware</b>							
1	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware				700.00	
<b>Third Party Hardware, Software and Services</b>							
3	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers				4,200.00	
<b>TOTAL SERVICES FEE:</b>			<b>\$ 70,200.00</b>	<b>\$ 39,900.00</b>	<b>\$ 72,000.00</b>	<b>\$ 47,800.00</b>	<b>\$ 60,000.00</b>

**Notes to Services Table:**

<sup>1</sup> 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.

<sup>2</sup> Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

**PAY AGENCY PRODUCTS<sup>1,2</sup>:**

Qty.	Part #	Pay Agency Products <sup>1</sup>	Hardware & Software	Initial Annual Maintenance
		<b>Property and Evidence Bar Coding Hardware</b>		
1	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	\$ 2,063.88	
		<b>Quartermaster Bar Coding Hardware</b>		
1	HWR-QMSTR-HWRKIT	Quartermaster Bar-Coding Kit	2,063.88	
		<b>Fire Records Management Software Solution<sup>2</sup></b>		
1	THP-FIREHOUSE-SOFT	FIREHOUSE Fire Records Management Software	63,596.10	
1	THP-FIREHOUSE-SUPP	FIREHOUSE Software Annual Support		\$ 10,575.00
5	THP-FIREHOUSE-TRAIN	FIREHOUSE Software On-site Training	5,000.00	
1	THP-FIREHOUSE-DC	FIREHOUSE Software Data Conversion	4,500.00	
		<b>Pay Agency Products Totals</b>	<b>\$ 77,223.86</b>	<b>\$ 10,575.00</b>

**Notes to Pay Agency Products Table:**

<sup>1</sup> Actual shipping charges are additional and will be due upon delivery.

<sup>2</sup> FIREHOUSE software and maintenance is subject to the End User License Agreement between Customer and ACS Government Service, Inc. See attached Exhibit 2 for additional quote detail.

<b>SUMMARY OF COSTS</b>	<b>Price</b>
Component Systems	\$ 466,329.00
Services	\$ 289,900.00
Pay Agency Products	\$ 87,798.86
<b>Total</b>	<b>\$ 844,027.86</b>

**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: 50% on the Execution Date., 50% on invoice, upon completion.

Training Fees: On invoice, upon completion.

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

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

Pay Agency Products Hardware & Software Fee: 100% on the Execution Date

Pay Agency Products Initial Annual Maintenance: 100% upon the Execution Date. Annual Maintenance Fees for subsequent terms shall be invoiced by and paid directly to the Vendor.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific

host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

**NOTICE:** To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

## GENERAL PROJECT CONDITIONS

<b>General Project Conditions - Applies to Entire Project</b>
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- 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.
- 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 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.

## DESCRIPTIONS:

Part Number: CAD-T2  
Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-2  
3 CAD Consoles  
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  
Three (3) Call Taker/Dispatcher Console Licenses

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Part Number: CAD-CON  
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 SunGard Public Sector's CAD system.

-----  
Part Number: CAD-MAP  
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. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

-----  
Part Number: CAD-MAPD  
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 SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

-----  
Part Number: CAD-C2C  
Description: CAD 2 CAD  
Long Description: The C2C (CAD to CAD) module is designed to transfer events between two independent SunGard Public Sector CAD systems. This is a powerful feature for a dispatch center that is handling an event and needs to route the event to another dispatcher center for action.

In addition to call routing, other features of C2C include:

- Notification of completed transfer.
- Notification of transferred call dispatched.
- Notification of failed call transfer if the recipients C2C system is down.
- Notification of Nature Code change by originating agency.
- Transfer of remarks between C2C events.
- Relay of ProQA summary information (if used).
- Notification of ProQA response upgrades or downgrades.

As a result of the functionality listed above, C2C creates a virtual single site dispatch center allowing for calls to be routed and notes added as if everyone was using one CAD system.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

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Part Number: CAD-E911

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows SunGard Public Sector's 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 Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

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Part Number: CAD-INT-PG

Description: SUNGARD PUBLIC SECTOR'S INTERFACE TO PAGEGATE

Long Description: SunGard Public Sector's interface to NotePage, Inc., PageGate software allows the CAD Paging Module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

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Part Number: CAD-PG

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging Module is designed to automatically send a alphanumeric page to responding units upon dispatch. In addition, the paging module supports the ability to send individual personalized messages to specific pagers directly from within CAD. The Paging Module requires all pagers being used to utilize the same paging service provider (Arch Paging, Verizon, etc). The provider must support the TAPI protocol.

For speed efficiency, SunGard Public Sector recommends that Group paging be setup with a paging services provider that supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station. Without Group paging the Paging Module would have to process each individual firefighters pager which could result in slow notification of all personnel.

The Customer is required to provide a dedicated phone line and external modem for use by the Paging Module only. The Customer is also responsible for all items such as pagers, paging service fees, installation charges, required network, etc.

For more dynamic paging solutions, SunGard Public Sector offers an interface between the Alphanumeric Paging Module and NotePage's PageGate software. This interface will provide solutions that include:

- " Custom group paging
- " Combinations of multiple paging service providers
- " Support for multiple paging protocols that includes internet paging (SNPP & SMTP)
- " Modem banking

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Part Number: CAD-PQA-FIR

Description: FIRE PROQA INTERFACE

Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Fire Dispatch. SunGard Public Sector 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 Public Sector's supported release.

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

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Part Number: CAD-PQA-MED

Description: MEDICAL PROQA INTERFACE

Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Medical Dispatch. SunGard Public Sector 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 Public Sector's supported release.

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

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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. SQL CAD interfaces with CryWolf® Alarm Billing. 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®.

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Part Number: CAD-RR

Description: RIP AND RUN PRINTING/FAXING MODULE

Long Description: The Rip and Run Module allows for remote call (printing and/or faxing) notifications at Fire/EMS stations. When units are dispatched, the station receives a dispatch report including call for service information (location, nature, x-streets, call taker notes, premise alerts, street notes, medical priority level, etc.). When all units clear the call, each station dispatched will receive the full radio/event log CAD event report that includes radio and event log times.

For printing, the Rip and Run Module requires each printer to be a Windows 2000 or higher Network laser printer. Faxing requires a dedicated phone line, fax machine, and WinFax Pro. A station can have either faxing and/or printing. The module will only print one dispatch report at each station. All stations that have units dispatched will receive a dispatch report.

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Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

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Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

-----  
Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

CAD- \$4,200

E911 - \$700

Paging - \$700

Page Gate Interface - \$700

ProQA Fire - \$1400

ProQA Med - \$1400

Firehouse - \$350

Rip Run - \$700

CryWolf Interface - \$350

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

-----  
Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

Four (4) days of QA services to assist with the CAD implementation.

Four (4) days to review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Two (2) SunGard professionals (1 QA and 1 Technical Services) to be on-site for up to two (2) days when the base CAD System goes live as determined by the project plan.

-----  
Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a

reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

#### Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

#### NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

-----  
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.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

-----  
Part Number: CAD-MAP-EDTRN

Description: MAP EDITOR TRAINING

Long Description: SunGard Public Sector will provide up to three (3) days of training at SunGard Public Sector's office in High Point, NC. The training will include the updating and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard Public Sector's Map Editor as the primary application for maintaining maps.

-----  
Part Number: CAD-USR-TRN

Description: CAD USER TRAINING - 3 classes for 3 shifts

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.

-----  
Part Number: RMS-BASE-30

Description: BASE RECORDS MANAGEMENT SYSTEM - 30 WORKSTATION

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server 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

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Part Number: RMS-MAP-30

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 30 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard Public Sector'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-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

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Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

-----  
Part Number: RMS-RL-30

Description: REMOTE LINEUP APPLICATION - 30

Long Description: The OSSI Remote Lineup Application allows users to create an 8 Image Lineup within OSSI RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

Policies from the NC Actual Innocence Commission are enforced with this application.

-----  
Part Number: RMS-NTF-30

Description: NOTIFICATION MODULE - 30 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

-----  
Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

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 is not included.

-----  
Part Number: RMS-TRAIN-5

Description: TRAINING MODULE - 5 WORKSTATION

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-FLMAINT-5

Description: FLEET MAINTENANCE MODULE - 5 WORKSTATION

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

-----  
Part Number: RMS-QTRMSTR-5

Description: QUARTERMASTER MODULE - 5

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue- once items) such as t-shirts and other clothing items or returnable serialized property items such as weapons, bullet proof vests, etc. The module

utilizes bar code technology to facilitate the order filling process, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

-----  
Part Number: RMS-SOFF

Description: SEX OFFENDER MODULE

Long Description: This agency or state specific module allows for the registration and agency reports of sex offenders as defined by the local court. It allows for various classification levels and various re-registration rules.

-----  
Part Number: RMS-PSD

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-ACCIDENT-30

Description: BASIC ACCIDENT MODULE - 30 WORKSTATION

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 state specific form for printing.

-----  
Part Number: RMS-WIZ-BASE

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

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

-----  
Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several 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-CFS-5

Description: CALLS FOR SERVICE MODULE - 5 WORKSTATION

Long Description: The Calls for Service Module allows users to enter and maintain calls for service events within the agency.

-----  
Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard Public Sector's OSSI 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 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 detail page views of many involvements

Each Site must provide the following:

Each site must have a firewall that is approved by SunGard Public Sector.

Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.

Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

-----  
Part Number: RMS-ASSET-5

Description: ASSET MANAGEMENT MODULE-5 WORKSTATION

Long Description: Enables an agency to enter and track equipment assignment and maintenance records.

-----  
Part Number: RMS-DOCSCAN

Description: DOCUMENT SCANNING AND STORAGE

Long Description: Allows the Customer to scan documents using a TWAIN compliant scanner and store the image associated with the currently viewed SunGard Public Sector record. The stored document will allow areas to be marked confidential and blocked from view and "sticky notes" may be added. SunGard Public Sector will provide a list of recommended scanners at the request of the agency.

-----  
Part Number: RMS-LINK-T2

Description: LINK ANALYSIS MODULE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a stand alone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

-----  
Part Number: RMS-POP-5

Description: PROBLEM ORIENTED POLICING MODULE - 5 WORKSTATION

Long Description: The Problem Oriented Policing Module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

-----  
Part Number: RMS-PS-5

Description: PAWN SHOP/PAWN WATCH - 5 WORKSTATION

Long Description: Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch is an add-on module that 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-PS-BATCH

Description: PAWN BATCH TICKET PROCESSING MODULE

Long Description: This module provides the ability to batch process pawn shop tickets via floppy disk with OSSI RMS Name Candidating as an option. The Customer is responsible for converting the pawn shop records into SunGard Public Sector's standard import format. SunGard Public Sector does not support dialing the shops to obtain their files.

-----  
Part Number: RMS-GENPERM-5

Description: GENERIC PERMIT MODULE - 5 WORKSTATION

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-INCODE-INTF

Description: INTERFACE TO INCODE COURT SYSTEM

Long Description: The purpose of this interface is to move name demographic data and citation charge data from RMS to the Incode court software

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Part Number: RMS-PSTLINCD-INTF

Description: INTERFACE FROM INCODE COURTS TO PISTOL

Long Description: This is an interface from Incode's municipal courts product, In-touch, and SunGard Public Sector's Pistol RMS. This is a one way interface that would receive the ASCII text file from Incode, route the name data through name candidating in PISTOL, and insert new Active warrants into PISTOL.

Note that the entry of the data for this information must start in the Municipal court system and not through PISTOL.

-----  
Part Number: JMS-MS DISPLAY-30

Description: MUGSHOT DISPLAY SOFTWARE LICENSE - 30 WORKSTATION

Long Description: This allows the Customer to view mugshots and create line-ups.

-----  
Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

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

-----  
Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes the installation of SunGard Public Sector's base RMS application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational

within the Customer's network. SunGard Public Sector will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

-----  
Part Number: RMS-IMPL  
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES  
Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Three (3) days to review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Two (2) days of QA support for assistance with implementation.

Two (2) SunGard professionals to be on-site for up to two (2) days when the base RMS System goes live as determined by the project plan.

-----  
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.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard Public Sector.

-----  
Part Number: RMS-TTT-TRN  
Description: RMS TRAIN THE TRAINER TRAINING  
Long Description: Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers.

-----  
Part Number: RMS-ADD-TRN  
Description: RMS ADD-ON MODULE USER TRAINING -

- Acc 1/2 day
- Asset 1/2 day
- CFS 1/2 day
- Fleet 1/2 day
- Gen Perm 1/2 day
- Notfiy 1 day
- P&E 1 day
- POP 1/2 day
- Pawn shop 1/2 day
- Qrtmstr 1 day
- RL 2 days
- RSW 1/2 day
- Train 1/2 day
- Bar Client 1 day
- Doc Scan 1 day
- Crime Analysis 1 day
- Link Analysis 1/2 day
- SexOff 1/2 day
- Professional Standards 1/2 day

Long Description: Training for Add-On OSSI RMS Modules to include:

RMS-ACCIDENT	1/2	Day	
RMS-ASSET	1/2	Day	
RMS-CFS	1/2	Day	
RMS-FLMAINT	1/2	Day	
RMS-GENPERM	1/2	Day	Day
RMS-NTF	1	Day	
RMS-P&E	1	Day	
RMS-POP	1/2	Day	
RMS-PP	1/2	Day	
RMS-PS	1/2	Day	
RMS-QTRMSTR	1	Day	
RMS-RL	2	Day	
RMS-RSW	1/2	Day	
RMS-TRAIN	1/2	Day	
RMS-BAR-CLIENT	1	Day	Day
RMS-CA	1	Day	
RMS-DOCSCAN	1	Day	
RMS-PSD	1/2	Day	
RMS-RPRF	1/2	Day	

RMS-SOFF 1/2 Day  
RMS-LINK 1/2 Day

-----  
Part Number: RMS-DATACNV  
Description: DATA CONVERSION - Live/Production Data Conversion from New World Systems' AS/400 software.

Base(Master Names, Arrest, Charges, Incident) \$25,000  
Mugshot Images \$ 5,000  
Evidence \$10,000

Long Description: SunGard Public Sector DATA CONVERSION - Data Conversion from New World Systems' AS/400 software.  
Live/Production Conversion  
Base(Master Names, Arrest, Charges, Incident) \$ 25,000  
Mugshot Images \$ 5,000  
Evidence \$10,000

-----  
Part Number: JMS-ADD-TRN  
Description: JMS ADD ON MODULE TRAINING  
Long Description: Training for Add-On OSSI JMS Modules to include:

JMS-MS DISPLAY 1/2 Day

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Part Number: MCT-SWI  
Description: STATE/NCIC MESSAGING SOFTWARE  
Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:  
Workstation-to-Workstation messaging  
State/NCIC query interface directly from the Data Entry window  
Automatic State/NCIC query on license plates from CAD  
Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

-----  
Part Number: MCT-MIS  
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH  
Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:  
Workstation-to-workstation messaging  
Mobile-to-workstation messaging (if mobile applications are licensed)  
SunGard Public Sector's standard State/NCIC queries

-----  
Part Number: MCT-BMS-T4  
Description: BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS  
Long Description: Server license of SunGard Public Sector'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 Public Sector's CAD and RMS databases.

-----  
Part Number: MCT-MFR-REV-T3  
Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 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 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

-----  
Part Number: MCT-CLIENT  
Description: MCT CLIENT - DIGITAL DISPATCH 65P-15F  
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, perform local, State and NCIC queries, and receive search information and mugshots from RMS.

If the Customer is in a state that uses a mag-stripe system and wishes to utilize this functionality with MCT the customer may order the reader from MagTek. Please contact SunGard Public Sector's OSSI Sales Engineer for specifications.

-----  
Part Number: MCT-MAP

Description: MCT CLIENT - MAPS 65P-15F

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 allow officers the ability to pin map mobile search results.

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

-----  
Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

-----  
Part Number: MCT-MFR-ARREST

Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard Public Sector's Mobile product to capture data for SunGard Public Sector's standard Arrest Module in RMS.

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

-----  
Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

-----  
Part Number: MCT-CLIENT-PDA

Description: MCT CLIENT - PDA /HANDHELD DEVICE

Long Description: The Handheld Mobile Application extends the power of SunGard Public Sector's Mobile Computing Application to a wireless handheld device. The handheld application offers the freedom of portability without compromising the need for functionality. SunGard Public Sector's handheld mobile application is an extension of SunGard Public Sector's fully integrated mobile computing system, providing capabilities for voiceless dispatch, status updates, car-to-CAD messaging, car-to-car messaging, and queries to access information including local, state, and national warrant checks, stolen vehicle and property information, mugshots, and records management information. These features, coupled with other distinctive benefits, provide a reliable solution for mobile users to wirelessly access and update records in the field.

Please contact an OSSI Sales Engineer for specific hardware requirements.

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

Description: MFR CLIENT- MOBLAN VERSION

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

-----  
Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

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

-----  
Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL 65-P 15-F 20-Deadheads

Long Description: SunGard Public Sector'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 Public Sector's AVL.

-----  
Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector'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: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSI Visual MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

-----  
Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating

with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

-----  
Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT - PDA 700; FireHouse 700; Moblan 1400

Long Description: Includes installation, configuration and testing of MCT and MFR modules.

-----  
Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: Two days on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

-----  
Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

-----  
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: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

-----  
Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes two (2) days of on-site Technical Services; two (2) days of QA testing prior to user training; and one (1) day of on-site go-live.

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Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to test OSSI MFR.

-----  
Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

-----  
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 1 day.

-----  
Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Three (3) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

-----  
Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

-----  
Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING - Acc 1 day,\$1200; Arrest ½ day, \$600; Citations ½ day, \$600

Long Description: Training for MCT and MFR Add-on Modules

-----  
Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report

basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

---

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

---

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

---

Part Number: INT-PROJ-MGNT

Description: Project Management Services for Internet Applications

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

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Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

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Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

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Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

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#### **Pay Agency & Pay Agency related SunGard Public Sector services**

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard Public Sector's OSS Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

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Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard Public Sector's OSS Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

-----  
Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

-----  
Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

Long Description: Installation and configuration of SunGard Public Sector's OSSI Bar Coding Hardware.

-----  
Part Number: HWR-QMSTR-HWRKIT

Description: Quartermaster Bar-Coding Kit

Long Description: Quartermaster Barcode Scanning Solution

- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

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Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

Long Description: Installation and configuration of SunGard Public Sector's OSSI Bar Coding Hardware.

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Part Number: THP-FIREHOUSE-SOFT

Description: FIREHOUSE Fire Records Management Software (SEE ATTACHED QUOTE EXHIBIT 2)

Long Description: ACS FIREHOUSE Fire Records Management Software. See attached quote 7746 for details.

Firehouse Software Enterprise Version (Core System which includes the Fire and EMS Incident Modules, Occupancy/Inspection/Preplan Module, Staff/Staff Activities/Staff Training/Staff Certifications, Inventory/Maintenance/Equipment Testing, Hydrant Inventory/Hydrant Activities/Hydrant Flow Tests, Daily Journal, Full Security, Report Writing and Query Building, Message Module)

Firehouse Software Enterprise Version - Additional User

Firehouse Software Enterprise Version - Staff Scheduling Module

ENT Staff Scheduler Add user

FH ENT OSSI CAD Import

FH Mobile Incident Command and Pre Plan Viewer Module

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Part Number: THP-FIREHOUSE-SUPP

Description: FIREHOUSE Software Annual Support (SEE ATTACHED QUOTE EXHIBIT 2)

Long Description: ACS FIREHOUSE Fire Records Management Software Annual Support. See attached quote 7746 for details.

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Part Number: THP-FIREHOUSE-TRAIN

Description: FIREHOUSE Software Data Conversion (SEE ATTACHED QUOTE EXHIBIT 2)

Long Description: ACS FIREHOUSE Fire Records Management On-site Training.

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Part Number: THP-FIREHOUSE-SOFT

Description: FIREHOUSE Fire Records Management Software (SEE ATTACHED QUOTE EXHIBIT 2)

Long Description: ACS FIREHOUSE Fire Records Management Software. See attached quote for details.

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Part Number: TCH-INSTALL-ONSITE

Description: On-Site Installation for Application Servers

Long Description: The SunGard Onsite Implementation Services include:

- Final OSSI software application configurations
- Final third party application configurations
- Configuration of hardware on the customers network and domain
- SA Review and training to cover all hardware and software configurations.

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.

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**Number of Software Supplements Attached: 3**

**FIREHOUSE QUOTE**

**EXHIBIT 2**

**ACS Government Solutions**

c/o Michael J Rogers & Assoc., Inc  
 10051 Barton Circle  
 Frisco, TX 75035

**Price Quote**

DATE	ESTIMATE #
4/29/2009	7746

NAME / ADDRESS
Sunguard/OSSI FBO Georgetown, TX

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
Firehouse Software Enterprise Version (Core System which includes the Fire and EMS Incident Modules, Occupancy/Inspection/Preplan Module, Staff/Staff Activities/Staff Training/Staff Certifications, Inventory/Maintenance/Equipment Testing, Hydrant Inventory/Hydrant Activities/Hydrant Flow Tests, Daily Journal, Full Security, Report Writing and Query Building, Message Module)	1	7,074.10	7,074.10
Firehouse Software Enterprise Version - Additional User	25	967.60	24,190.00
Firehouse Software Enterprise Version - Staff Scheduling Module	1	2,277.40	2,277.40
ENT Staff Scheduler Add user	25	312.70	7,817.50
FH ENT OSSI CAD Import		13,977.10	13,977.10
FH Mobile Incident Command and Pre Plan Viewer Module	4	2,065.00	8,260.00
Firehouse Software Enterprise Version - Complete System Support	1	895.00	895.00
Firehouse Software Enterprise Version - Additional User Support	25	170.00	4,250.00
Firehouse Software Enterprise Version - Module support for Staff Scheduling	1	170.00	170.00
Firehouse Software Enterprise Version - Additional User Support per Module	25	55.00	1,375.00
Firehouse Software Enterprise Version CAD Interface Support		2,625.00	2,625.00
<b>Purchase Orders (if needed) should be made out to:</b>			<b>TOTAL</b>

Affiliated Computer Services  
 P.O. Box 201322  
 Dallas TX 75320-1322

**ACS Government Solutions**

c/o Michael J Rogers & Assoc., Inc  
 10051 Barton Circle  
 Frisco, TX 75035

**Price Quote**

DATE	ESTIMATE #
4/29/2009	7746

NAME / ADDRESS
Sunguard/OSSI FBO Georgetown, TX

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
FH Mobile Incident Command and PrePlan Viewer Support	4	315.00	1,260.00
One day of on-site training	1	0.00	0.00
One day of on-site training	5	1,000.00	5,000.00
Data Conversion of approximately 45,000 records		4,500.00	4,500.00
<b>Purchase Orders (if needed) should be made out to:</b>			<b>TOTAL</b>
Affiliated Computer Services P.O. Box 201322 Dallas TX 75320-1322			\$83,671.10

**EXHIBIT 3**

**SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy**

**<Insert Policy>**

## 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
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

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.

## DATA ACCESS SUBSCRIPTION SUPPLEMENT

### 1. Additional Definitions.

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

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

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

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

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

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

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

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

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

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

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

**5. User Responsibilities.**

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

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

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

## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### 7. LIMITATIONS OF LIABILITY.

**(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**