

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

SOFTWARE MAINTENANCE 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

DRAFT

DRAFT

(for purposes of this Agreement, "Customer")

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

City of Georgetown, TX

SunGard Public Sector

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME
AND TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

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

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

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect

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

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

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

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

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

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

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i)

a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

3. Services.

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

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements

that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. SunGard Public Sector also agrees that customer may pay the amount in Exhibit 1 for the two years following the first Contract Year, with no increase in the maintenance rate for each product. After the third Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees, but limited to SunGard Public Sector rate increases to all other Customers, or the annual increase in the US Consumer Price Index, whichever is less. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

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

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, 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.

(d) 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.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least two (2) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, at the

City's option, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. SUNGARD PUBLIC SECTOR WARRANTS THAT THE INFORMATION AS DENOTED IN ITS BROCHURES AND IN ITS RFP RESPONSE AS TO THE DESCRIPTION OF ITS PRODUCTS IS TRUE AND CORRECT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR.

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

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS

Customer: Georgetown Police Department, City of Georgetown, TX

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.

9. Funding FUNDING. SunGard Public Sector agrees and understands that renewal of this Agreement in subsequent years is contingent upon action by the City Council of the City of Georgetown consistent with the budget and that the City Council may determine not to fund this Agreement in subsequent years.

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

EXHIBIT 1

CONTRACT YEAR: Execution Date (or anniversary thereof) through one year thereafter

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table below represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		COMPUTER AIDED DISPATCH SYSTEM		
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-2 3 CAD Consoles	\$ 8,658.00	7x24
3	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,106.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	810.00	7x24
5	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	1,350.00	7x24
1	CAD-C2C	CAD 2 CAD	1,260.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	990.00	7x24
1	CAD-INT-PG	SUNGARD OSSI'S INTERFACE TO PAGEGATE	180.00	7x24
1	CAD-PG	ALPHA NUMERIC PAGING MODULE	990.00	7x24
1	CAD-PQA-FIR	FIRE PROQA INTERFACE	990.00	7x24
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE	990.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	1,350.00	7x24
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	990.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
		RECORDS MANAGEMENT SYSTEM		
1	RMS-BASE-30	BASE RECORDS MANAGEMENT SYSTEM - 30 WORKSTATION	8,880.00	5x8
1	RMS-MAP-30	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 30 WORKSTATION	960.00	5x8
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x8
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	510.40	5x8
1	RMS-RL-30	REMOTE LINEUP APPLICATION - 30	1,200.00	5x8
1	RMS-NTF-30	NOTIFICATION MODULE - 30 WORKSTATION	1,552.00	5x8
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x8
1	RMS-TRAIN-5	TRAINING MODULE - 5 WORKSTATION	560.00	5x8
1	RMS-FLMAINT-5	FLEET MAINTENANCE MODULE - 5 WORKSTATION	240.00	5x8
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	880.00	5x8
1	RMS-SOFF	SEX OFFENDER MODULE	2,400.00	5x8
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	2,800.00	5x8
1	RMS-ACCIDENT-30	BASIC ACCIDENT MODULE - 30 WORKSTATION	720.00	5x8
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x8
65	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,560.00	5x8
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x8
1	RMS-CFS-5	CALLS FOR SERVICE MODULE - 5 WORKSTATION	240.00	5x8
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x8
1	RMS-ASSET-5	ASSET MANAGEMENT MODULE-5 WORKSTATION	240.00	5x8
1	RMS-DOCSCAN	DOCUMENT SCANNING AND STORAGE	1,600.00	5x8
1	RMS-LINK-T2	LINK ANALYSIS MODULE	2,000.00	5x8
1	RMS-POP-5	PROBLEM ORIENTED POLICING MODULE - 5 WORKSTATION	400.00	5x8
1	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	400.00	5x8
1	RMS-PS-BATCH	PAWN BATCH TICKET PROCESSING MODULE	880.00	5x8
1	RMS-GENPERM-5	GENERIC PERMIT MODULE - 5 WORKSTATION	400.00	5x8
1	RMS-INCODE-INTF	INTERFACE TO INCODE COURT SYSTEM	1,600.00	5x8
1	RMS-PSTLINCD-INTF	INTERFACE FROM INCODE COURTS TO PISTOL	1,600.00	5x8
1	JMS-MS DISPLAY-30	MUGSHOT DISPLAY SOFTWARE LICENSE - 30 WORKSTATION	1,760.00	5x8
		MOBILE COMMUNICATION TERMINALS		
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
20	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	1,080.00	7x24
1	MCT-BMS-T4	BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS	6,390.00	7x24
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x8
80	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH 65P-15F	12,736.00	5x8
80	MCT-MAP	MCT CLIENT - MAPS 65P-15F	2,560.00	5x8
65	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	5,200.00	5x8
65	MCT-MFR-ARREST	MFR CLIENT - ARREST	3,120.00	5x8
65	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	10,348.00	5x8
5	MCT-CLIENT-PDA	MCT CLIENT - PDA /HANDHELD DEVICE	400.00	5x8
20	MCT-MFR-MBLN-CLIENT	MFR CLIENT - MOBLAN VERSION	1,600.00	5x8
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
100	MCT-AVL-CLIENT	MCT CLIENT - AVL 65-P 15-F 20-Deadheads	2,400.00	5x8
6	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,160.00	7x24
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
		Web Based Applications		
1	INT-P2C	Police 2 Citizen	1,520.00	5x8
1	INT-OPSCAD	OPS CAD	2,800.00	5x8
1	INT-OPSRMS	OPS RMS	2,800.00	5x8
		PAYMENT AMOUNT (2nd Contract Year)	\$ 129,080.40	

Improvements fees are due at the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the third full Contract Year are subject to change limited to Sungard Public Sector rate increases to all other Customers, or the annual increase in the US Consumer Price Index, whichever is less, and will be specified by SunGard Public Sector in an annual invoice.

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.

EXHIBIT 2

Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1. "7x24" means Seven (7) days per week, 24 hours per day. "5x11" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.

- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour (that is, based upon whether SunGard Public Sector provides 7x24 or 5x8 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

Priority One Calls –two (2) hours or less.

Priority Two Calls - four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.