

CUSTOMER NO. 1765LG 5808LG
CONTRACT NO. 00003108

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 Leesburg, FL
P.O. Box 490630
Leesburg, FL 34748-0630

(for purposes of this Agreement, "Customer")

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

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by October 30, 2013.

City of Leesburg, FL

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: David Knowles

PRINT NAME

PRINT TITLE: Mayor

AND TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

ATTESTED BY: _____

Betty Richardson, City Clerk

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

1. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Right to Grant License and Ownership.

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

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

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

b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to

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

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

4. Services.

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

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

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

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

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

6. Payment and Taxes.

a) Payment.

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

ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate

established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

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

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

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

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO**

OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

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

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

Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. 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. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

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

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

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

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

Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

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

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

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

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

16. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH

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

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

ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

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

Customer: **City of Leesburg, FL**

Delivery Address:
501 W Meadow St
Leesburg, FL 34748

SOFTWARE: See Exhibit 2 - Schedule A

Software Notes:

1. Annual Subscription Fee: The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SERVICES: See Exhibit 2 - Schedule A

Services Notes:

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

THIRD PARTY PRODUCTS: See Exhibit 2 - Schedule A

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:

Third Party Products License Fee: 100% on the Execution Date

Third Party Products Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Third Party Product Initial Annual Subscription Fees: 100% on the Execution Date

Third Party Products Initial Annual Maintenance: The initial annual maintenance fee is included in the License fee. The Annual Maintenance Fee amount shown in Exhibit 2 - Schedule A is for the second year of Third Party Product annual maintenance and is due prior to commencement of the second

annual term. Annual Maintenance Fees for subsequent terms are subject to change and will be invoiced by and paid directly to SunGard Public Sector.

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.

Component Systems

Qty	Product Code	Product Name	License Fee	Initial Annual Maintenance
1	OS-BPMT	ONESolution Building Permits	\$0.00	\$4,210
1	OS-OSEC	ONESolution SPSONE Security	\$0.00	\$0
1	OS-COMN	ONESolution Common Features	\$0.00	\$0
1	OS-DESKTOP	ONESolution Desktop	\$0.00	\$0
1	OS-LAND	ONESolution Land Management	\$0.00	\$1,410
1	OS-BAM	ONESolution Business Account Management	\$0.00	\$2,260
1	OS-BILLING	ONESolution Central Billing	\$0.00	\$0
1	OS-CCMP	ONESolution Code Compliance	\$0.00	\$2,110
1	OS-PEZ	ONESolution Planning & Engineering	\$0.00	\$2,260
1	K2G	NaviLine GovNOW Customer Information System	\$0.00	\$2,290
1	OS-K7	ONESolution GovNOW Planning & Engineering	\$0.00	\$430
1	OS-K3	ONESolution GovNOW Permitting	\$0.00	\$580
1	OS-K6	ONESolution GovNOW Business Account Management	\$0.00	\$580
1	OS-CRCPT	ONESolution Cash Receipts	\$0.00	\$1,070
Total:			\$0.00	\$17,200.00

Services

Product Code	Product Name	Type	Net Price
OS-BPMT	ONESolution Building Permits	Conversion	\$0.00
OS-PEZ	ONESolution Planning & Engineering	Conversion	\$0.00
OS-CCMP	ONESolution Code Compliance	Conversion	\$0.00
OS-BAM	ONESolution Business Account Management	Conversion	\$0.00
OS-LAND	ONESolution Land Management	Conversion	\$0.00
OS-BPMT	ONESolution Building Permits	Installation	\$0.00
OS-K6	ONESolution GovNOW Business Account Management	Installation	\$0.00
OS-K7	ONESolution GovNOW Planning & Engineering	Installation	\$0.00
K2G	NaviLine GovNOW Customer Information System	Installation	\$0.00
OS-K3	ONESolution GovNOW Permitting	Installation	\$0.00
KT	SunGard Transaction Manager	Installation	\$0.00
OS-LAND	ONESolution Land Management	Installation	\$0.00
OS-BAM	ONESolution Business Account Management	Installation	\$0.00
OS-PEZ	ONESolution Planning & Engineering	Installation	\$0.00

OS-CCMP	ONESolution Code Compliance	Installation	\$0.00
OS-BPMT	ONESolution Building Permits	Project Management	\$0.00
OS-K3	ONESolution GovNOW Permitting	Project Management	\$0.00
OS-K6	ONESolution GovNOW Business Account Management	Project Management	\$0.00
KT	SunGard Transaction Manager	Project Management	\$0.00
OS-CRCPT	ONESolution Cash Receipts	Project Management	\$0.00
OS-PEZ	ONESolution Planning & Engineering	Project Management	\$0.00
OS-LAND	ONESolution Land Management	Project Management	\$0.00
OS-CCMP	ONESolution Code Compliance	Project Management	\$0.00
OS-BAM	ONESolution Business Account Management	Project Management	\$0.00
K2G	NaviLine GovNOW Customer Information System	Project Management	\$0.00
OS-K7	ONESolution GovNOW Planning & Engineering	Project Management	\$0.00
OS-BPMT	ONESolution Building Permits	Training	\$0.00
OS-LAND	ONESolution Land Management	Training	\$0.00
OS-CCMP	ONESolution Code Compliance	Training	\$0.00
OS-CRCPT	ONESolution Cash Receipts	Training	\$0.00
K2G	NaviLine GovNOW Customer Information System	Training	\$0.00
OS-K7	ONESolution GovNOW Planning & Engineering	Training	\$0.00
OS-K3	ONESolution GovNOW Permitting	Training	\$0.00
OS-K6	ONESolution GovNOW Business Account Management	Training	\$0.00
OS-PEZ	ONESolution Planning & Engineering	Training	\$0.00
OS-BAM	ONESolution Business Account Management	Training	\$0.00
		Total:	\$0.00

Third Party Products

Qty	Product Code	Product Name	Type	Net Price
1	OS-K1-Upgrade	ONESolution GovNOW Core-Upgrade	License Fee	\$0.00
1	OS-GCORENV	ONESolution Global Core-NaviLine	License Fee	\$0.00
1	DC	VeriSign Global Digital Certificate	License Fee	\$0.00
1	OS-K1-Upgrade	ONESolution GovNOW Core-Upgrade	Annual Maintenance Fee	\$1,920.00
1	OS-GCORENV	ONESolution Global Core-NaviLine	Annual Maintenance Fee	\$1,120.00
1	OS-PACORE	ONESolution Public Administration Core	Annual Subscription Fees	\$0.00
1	OS-K1-Upgrade	ONESolution GovNOW Core-Upgrade	Prof Svc-Installation	\$0.00
1	OS-K1-Upgrade	ONESolution GovNOW Core-Upgrade	Prof Svc-Project Management	\$0.00
1	OS-K1-Upgrade	ONESolution GovNOW Core-Upgrade	Prof Svc-Training	\$0.00
			Total	\$3,040.00

Summary of Fees

Description	Type	Totals
Component System Maintenance	Maintenance	\$17,200.00
Third Party	Maintenance	\$3,040.00

Product Notes

KT: Special Terms Relating to the SunGard Transaction Manager: In addition to any SunGard Transaction Manager configuration and/or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the SunGard Transaction Manager. Upon the conclusion of each month following installation of the SunGard Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:

- i. Eight point five cents (\$0.085) for each transaction processed by the SunGard Transaction Manager during the prior month;
or
- ii. Five point five cents (\$0.055) for each transaction processed by the SunGard Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;
or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the SunGard Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to each Customer who utilizes the SunGard Transaction Manager services.

For the purpose of the SunGard Transaction Manager, the term "transaction" means a transaction that is submitted to the SunGard Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate usage of the SunGard Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The SunGard Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The SunGard Transaction Manager solution is available 24 hours/7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the SunGard Transaction Manager, Customer's license to use the OnePoint Payment Engine-KL (if applicable) shall terminate.

Rights of Cancellation - Subscription/Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, SunGard Public Sector reserves the right to cancel any subscription/transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription/transaction based service(s) for convenience by providing ninety (90) days prior written notice to SunGard Public Sector of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription/transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of SunGard Public Sector's then-current reconnect fee plus any subscription/transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

DC: Subsequent years of licensing is handled by Symantic.

K2G: a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

OS-CRCPT: If over the counter credit cards are to be processed, a subscription to SunGard Transaction Manager (KT) is required.

OS-K6: a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

OS-K3: a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital

Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

OS-K7: a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

OS-K1-Upgrade: a. It shall be the responsibility of the Customer to provide a Web server to run the applicable Licensed Programs herein. b. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service. c. Core Module includes Oracle (BEA) Weblogic Express for up to 2 processors. For more than 2 processors additional licenses are required. d. VeriSign requires an annual renewal of its Digital Encryption Module. e. The License Fee includes the license for Oracle (BEA) Weblogic Express (up to 2 processors).

THIRD PARTY SOFTWARE SUPPLEMENT

- 1.1 Grant of Third Party Licenses. Where applicable, SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the license, use and confidentiality restrictions and other provisions of this Agreement, the third party software set forth on Exhibit 1 ("Third Party Software Products") subject to the following additional conditions: (i) the Third Party Product shall be used only in conjunction with any permissible use of the Component System software specifically authorized hereunder, and (ii) the Third Party Products shall be used only in accordance with the Third Party Products documentation.

- 1.2. Third Party Products. During the term of this Agreement, SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the Software or Third Party Products). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

SOFTWARE MAINTENANCE SUPPLEMENT

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

1. Additional Definitions.

"Commencement Date" means the date specified in Appendix 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 Appendix 1.

"Defect" has the meaning ascribed to that term in the License and Services Supplement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

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

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

Supplement.

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

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

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

1. Services.

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

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

to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

2. Payment and Taxes.

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

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by 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 Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late

payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

3. Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) 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 Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

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

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

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

6. LIMITATIONS OF LIABILITY.

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

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

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

**Appendix 1
TO THE SOFTWARE MAINTENANCE SUPPLEMENT**

CUSTOMER: City of Leesburg, FL

COMMENCEMENT DATE: October 1, 2013

CONTRACT YEAR: The initial Contract Year begins on the Commencement Date and ends one year thereafter. Each subsequent Contract Year begins on the anniversary of the Commencement Date.

The initial maintenance fee amount indicated for the Software below represents the Improvements fee for the initial Contract Year.

SOFTWARE: See Exhibit 2 - Schedule A

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

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

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's Naviline brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). The day of expiration of the Current Legacy Period will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software

pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

The Legacy Software is defined as follows:

Applications:
NAVI Planning & Engineering
Click2Gov Core Embedded
Click2Gov CX
Click2Gov BP
Click2Gov Business Licenses
NAVI - Building Permits
NAVI - Occupational Licenses
NAVI - Code Enforcement
NAVI - Cash Receipts
NAVI - Land Management
Click2Gov - Planning & Engineering
QRep Catalogs MR, CP, WF, CX, LD, FM, GM, PI, PR, BP, OL, CE, CR,LX

Remaining applications for continued support under the Legacy Agreement:

Application:
NAVI - Accounts Receivable
NAVI - Applicant Tracking
NAVI - Continuing Property Records
NAVI - Work Orders/Fac management
NAVI - Customer Information Systems
NAVI - Distribution Management
NAVI - DMS Document Management Services
NAVI - Fleet Management
NAVI - GMBA
NAVI - Purchasing Inventory
NAVI - Payroll/Personnel
Retrofit Modification option - (14 Units)
Rec Trac Interface to Csh Receipts
Rec Trac interface to GMBA
OnePoint Point of Sale
Procurement Card
Enterprise Learning Plan (SP8)
CIS Voice Response Interface - Selectron
CIS IVR Credit Card Interface - Selectron
Delinquency Call Out Listing Interface - Selectron
Smart Metering
NaviLine Real Time Pricing
Automated Fuel System Interface (Phoenix)
ONESolution GovNOW Test Server

Applications for which maintenance/support services will not be renewed and Defect corrections and avoidance procedures will not be available after the end of the current term ending September 30, 2013:

Applications:
QRep Administrator
QRep End User
QRep End User
QRep Administrator
QRep PZJ Catalog
Cash Receipts Credit Card Processing - AS400
QRep End User
Q-Rep Web Intranet (Includes NoticeCast & Extranet)
QRep Catalog for K1
QRep Catalog for KL
QRep Catalogs for PC
NaviLine Cash Receipts Lockbox Interface

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with the third party products below until receipt of effective written notice of termination for the subsequent term.

Applications:
BEA WebLogic Express - Basic Edition - LF
noMax High Availability Software
System Recovery Premium Services

Appendix 2
TO THE SOFTWARE MAINTENANCE SUPPLEMENT

Maintenance Standards

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

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

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