

# SUNGARD® PUBLIC SECTOR

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VIA OVERNIGHT MAIL

June 25, 2008

Mr. Tino Anthony  
City of Leesburg  
501 West Meadow Street  
Leesburg, FL 34748-0630

Dear Mr. Anthony:

Enclosed are 2 copies of the SunGard Public Sector Inc. Supplemental Agreement for the purchased of the Procurement Card Tracking module and QRep Catalog. Each copy has been executed by an authorized SunGard Public Sector representative.

Upon your approval, please have each copy executed, return one to my attention and retain the other for your files.

We are proud to have the opportunity to continue to serve you.

If you have any questions, please call me at 407-304-3463.

Sincerely,



Gary Jeffers  
Sr. Contracts Specialist

Enclosures

# SUNGARD® PUBLIC SECTOR

## SUPPLEMENT TO THE AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS BY AND BETWEEN SUNGARD PUBLIC SECTOR INC. AND CITY OF LEESBURG, FL SCHEDULE A-PRICING AND PAYMENT SCHEDULE CONTRACT NO. LEES-080770

This Supplement is to the Agreement H.T.E., Inc. Licensed Programs dated February 13, 1989 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and City of Leesburg, FL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

### Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from SunGard Public Sector, may be subject to an upgrade charge.

Type: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number \_\_\_\_\_  
 Operating System: \_\_\_\_\_ Tape Drive: \_\_\_\_\_

SunGard Public Sector Licensed Programs	License Fees	No. Days of Training	Training Fees	Installation Fees	Annual Support
Procurement Card Tracking - PC	\$ 10,350.00	1	\$ 1,400.00	\$ 1,400.00	\$ 2,070.00
QRep Catalogs (PC) - CJ	Included				310.00
<b>Sub-Totals</b>	<b>\$ 10,350.00</b>	<b>1</b>	<b>\$ 1,400.00</b>	<b>\$ 1,400.00</b>	<b>\$ 2,380.00</b>
<b>Discount</b>	<b>(1,035.00)</b>				
<b>SunGard Public Sector Totals</b>	<b>\$ 9,315.00</b>	<b>1</b>	<b>\$ 1,400.00</b>	<b>\$ 1,400.00</b>	<b>\$ 2,380.00</b>

Payment Schedule*	Total Contract	Due As Otherwise Noted
License Fees	\$ 9,315.00	\$ 9,315.00
Training Fees	1,400.00	1,400.00
Installation Fees	1,400.00	1,400.00
Project Management	1,400.00	1,400.00
Annual Support	2,380.00	2,380.00
<b>Grand Total</b>	<b>\$ 15,895.00</b>	<b>\$ 15,895.00</b>

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

### \*Payments:

#### **THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

- License Fees: Due October 1, 2008.
- Training Fees: Due the latter of October 1, 2008 or as incurred.
- Installation Fees: Due the latter of October 1, 2008 or upon completion.
- Project Management Fees: Due October 1, 2008.
- Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

### SunGard Public Sector Support Services

The initial term of SunGard Public Sector support services shall commence one hundred twenty (120) days after the execution date of this Supplement, and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

**Testing and Acceptance**

There is no Testing and Acceptance period on the Licensed Program(s) herein.

**Warranty**

The Warranty as defined in the Agreement shall be for a period of one hundred twenty (120) days following Delivery Date.

**Application Training**

Listed above are the numbers of days of training for the Licensed Program(s) listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

**Project Management**

Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the SunGard Public Sector Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

**Source Code Escrow**

Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

**Limitation of Liability and Remedies**

To the extent permitted by law, and to the extent provided for under the Agreement or this Supplement, for claims related to bodily injury, death and damage to real property and tangible personal property, SunGard Public Sector shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of SunGard Public Sector, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will SunGard Public Sector be liable for any consequential damages, including lost profits, savings or procurement costs, even if SunGard Public Sector has been advised of their possibility.

Except for SunGard Public Sector's obligations to indemnify the Customer under infringement actions, and claims for personal injury or damages to real or tangible personal property caused by SunGard Public Sector's negligence as noted above, SunGard Public Sector's liability for damages to the Customer for any cause whatsoever under the Agreement or this Supplement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Supplement for SunGard Public Sector Licensed Programs and services, not including any fees associated with SunGard Public Sector project management and related out-of-pocket expenses.

**Publication**

SunGard Public Sector reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on SunGard Public Sector's complete customer listing that is made available to other SunGard Public Sector customers and potential customers.

**Preprinted Terms and Conditions**

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard Public Sector in writing to the Customer.

**Non-Hiring Statement**

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard Public Sector or persons who have been employed by SunGard Public Sector within the immediate past twenty-four (24) months without prior consent of SunGard Public Sector.

**Dispute Resolution**

Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as

may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Supplement.

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by July 31, 2008.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.

CITY OF LEESBURG, FL

SUNGARD PUBLIC SECTOR INC.

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 25, 2008

\_\_\_\_\_  
Date