SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS BY AND BETWEEN SUNGARD HTE INC. AND CITY OF LEESBURG, FL SCHEDULE A-PRICING AND PAYMENT SCHEDULE CUSTOMER NO. _____; CONTRACT NO. 07-0967

This Supplement is to the H.T.E. Inc. Licensed Programs Agreement dated February 13, 1989 (Agreement), between **SunGard HTE Inc. (SunGard)** having its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746, and **City of Leesburg, FL (Customer)** with its principal place of business at 115 E. Magnolia Street, Leesburg, FL 34748.

Attachments 1 & 2 contain the standard terms and conditions applicable to this Supplement and any future Supplements that include or in any way relate to SunGard OSSI brand Licensed Programs, Implementation Services, Support or associated Third Party products/services without regard to the terms and conditions contained in the Agreement. Notwithstanding anything to the contrary that may be provided, the terms and conditions of the Agreement shall not be applicable to SunGard OSSI brand Licensed Programs, Implementation Services, Support or associated Third Party products/services.

Qty	Part #	SunGard Licensed Program	License Fees	Annual Application Support Fees	Annual Application Support Type
		OSSI Computer Aided Dispatch			
1	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-1	$ 27,300.00	$ 4,914.00	7x24
3	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	7,800.00	1,404.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	3,500.00	630.00	7x24
4	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	4,000.00	720.00	7x24
1	CAD-E911	E911 INTERFACE MODULE [1]	4,500.00	810.00	7x24
		OSSI Records Management System			
1	RMS-BASE-50	BASE RECORDS MANAGEMENT SYSTEM - 50 WORKSTATION	81,200.00	12,992.00	5x10
1	RMS-NTF-20	NOTIFICATION MODULE - 20 WORKSTATION	6,800.00	1,088.00	5x10
1	RMS-ACCIDENT-50	BASIC ACCIDENT MODULE - 50 WORKSTATION	5,500.00	880.00	5x10
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00	880.00	5x10
1	RMS-BAR HOST-50	BAR CODING SERVER LICENSE - 50 WORKSTATION	7,500.00	1,200.00	5x10
2	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	3,190.00	510.00	5x10
1	RMS-MAP-50	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 50 WORKSTATION	10,000.00	1,600.00	5x10
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00	800.00	5x10
95	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	14,250.00	2,280.00	5x10
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00	2,800.00	5x10
1	RMS-SOFF	SEX OFFENDER MODULE	15,000.00	2,400.00	5x10
1	RMS-POP-5	PROBLEM ORIENTED POLICING MODULE - 5 WORKSTATION	2,500.00	400.00	5x10
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	5,500.00	880.00	5x10
1	RMS-TRAIN-5	TRAINING MODULE - 5 WORKSTATION	3,500.00	560.00	5x10
1	RMS-ASSET-15	ASSET MANAGEMENT MODULE-15 WORKSTATION	2,000.00	320.00	5x10
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00	2,000.00	5x10
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	5,500.00	880.00	5x10
1	JMS-MUG-2	SUBSEQUENT MUGSHOT CAPTURE STATION SOFTWARE	3,500.00	560.00	5x10
1	JMS-MS DISPLAY-50	MUGSHOT DISPLAY SOFTWARE LICENSE - 50 WORKSTATION	17,500.00	2,800.00	5x10
		OSSI Mobile Computing			
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00	3,600.00	7x24
1	MCT-BMS-T4	BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS	35,500.00	6,390.00	7x24
1	MCT-MFR-REV-T4	REVIEW MODULE FOR FIELD REPORTING UP TO 100 WORKSTATIONS	27,500.00	4,400.00	5x10
10	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	3,000.00	540.00	7x24
95	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	94,525.00	4,870.00	7x24
95	MCT-MAP	MCT CLIENT - MAPS	19,000.00	3,040.00	5x10
95	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	94,525.00	3,880.00	7x24
95	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	47,500.00	7,600.00	5x10
95	MCT-MFR-ARREST	MFR CLIENT - ARREST	28,500.00	4,560.00	5x10
14	MCT-MFR-CITATION	MFR CLIENT - CITATION	7,000.00	1,120.00	5x10
5	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,500.00	400.00	5x10
4	MCT-CLIENT-PDA	MCT CLIENT - PDA	2,000.00	320.00	5x10
		SITE LICENSE UPGRADES			
1	CAD-SITE	BASE COMPUTER AIDED DISPATCH SYSTEM SITE LICENSE	7,000.00	1,260.00	7x24
1	RMS-BASE-SITE	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	22,500.00	3,600.00	5x10
		License Fee Sub Totals	**$ 682,090.00**		
1	DISCOUNT	DISCOUNT	$ (557,690.00)		
		SunGard Licensed Program Totals	**$ 124,400.00**	**$ 89,888.00**	

[1]The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
Note: Mobiles applications do not include AVL hardware

Qty.	Part #	SunGard Implementation Services	Training Fees	Installation Fees	Project Management/ Professional Services/ Project Planning	Conversion Fees
		CAD Professional Services				
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			$ 7,000.00	
1	CAD-PROJ-PLAN	PROJECT PLANNING FOR CAD			2,500.00	
1	CAD-PROF-SERV-AUD	CAD PROFESSIONAL SERVICES AUDIT			3,000.00	
1	CAD-PROF-SERV-GOLIVE	CAD PROFESIONAL SERVICES GO-LIVE			2,000.00	
4	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES			4,000.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION				$ 30,000.00
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	$ 3,000.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		$ 2,000.00		
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	4,000.00			
3	CAD-USR-TRN	CAD USER TRAINING	12,000.00			
		RMS Professional Services				
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			23,000.00	
1	RMS-PROJ-PLAN	PROJECT PLANNING FOR RMS			2,500.00	
1	RMS-PROF-SERV-AUD	RMS PROFESSIONAL SERVICES AUDIT			3,000.00	
1	RMS-PROF-SERV-GOLIVE	RMS PROFESSIONAL SERVICES GO-LIVE			2,000.00	
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		2,500.00		
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	3,000.00			
2	RMS-USR-TRN	RMS USER TRAINING	8,000.00			
8	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES			8,000.00	
1	RMS-DATACNV-ANL	DATA CONVERSION ANALYSIS ONLY				5,000.00
		Mobile Professional Services				
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			20,000.00	
1	MCT-PROJ-PLAN	PROJECT PLANNING FOR MOBILE			2,500.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		6,000.00		
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		6,000.00		
1	MCT-CLIENT-INST	INSTALLATION OF DIGITAL DISPATCHING CLIENT		1,500.00		
3	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES			3,000.00	
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,000.00			
3	MCT-USR-TRN	MCT USER TRAINING	1,500.00			
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,000.00			
3	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	6,000.00			
		SunGard Implementation Services Totals	**$ 39,500.00**	**$ 18,000.00**	**$ 82,500.00**	**$ 35,000.00**

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
License Fees	$ 124,400.00	$ 124,400.00		
Training Fees	39,500.00		$ 39,500.00	
Installation Fees	18,000.00		18,000.00	
Project Management Fees	50,000.00	50,000.00		
Professional Services Fees	25,000.00		25,000.00	
Project Planning Fees	7,500.00	7,500.00		
Conversion Fees	35,000.00	35,000.00		
Grand Total	**$ 299,400.00**	**$ 216,900.00**	**$ 82,500.00**	
Annual Support (Year 2)	$ 89,888.00			$ 89,888.00

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

License Fees: 100% upon execution of this Supplement.

Training Fees: On invoice, upon completion.

Installation Fees: On invoice, upon completion.

Project Management Fees: 100% due upon execution of this Supplement.

Project Planning Fees: 100% due upon execution of this Supplement.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees:	Fixed Price conversions: 100% due upon execution
Application Support Fees:	The initial term of support is included in License Fees. Support fees for the second term of support shall be due prior to the start of that term. 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 Corporate Travel and Expense Reimbursement Policy. Travel and Living Expenses for services under this Supplement are estimated at $39,000.00. Notwithstanding anything to the contrary as may be provided, Travel and Living Expenses will not exceed this amount without Customer's prior approval. Notwithstanding anything to the contrary, CAD Maintenance Training will be held on-site at the Leesburg Police Department. Associated Travel and Living expenses are included in the $39,000.00 estimate above.

SunGard Support Services
SunGard will provide the Customer with Support Services under the terms of the Licensed Program(s) Support Agreement. The initial term of SunGard application support services shall commence upon the Delivery Date of the first major module (such as Base CAD, RMS, JAIL or Mobile) of the Licensed Program(s) 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.

Application Training
Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Training fees do 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 Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the then current SunGard rate. Project Management fees do not include travel and living expenses.

Conversion
Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by a separately executed statement of work containing the data conversion plan. The statement of work shall specify the scope of services and basis for charges. Payment for fixed price data conversion services, such as a survey of Customer's conversion requirements, is due upon execution of the statement of work. Payment for time and materials data conversion services is due as incurred.

Modifications
Modifications if applicable will be performed by SunGard under a separately executed statement of work between SunGard and Customer. Such statement of work shall include specifications, timeframes, costs, and payment terms.

Optional Products
Notwithstanding anything to the contrary which may be provided, for a period to expire thirty-six (36) months from the full execution of this Supplement, Customer has the option to purchase the optional products listed on Attachment 5 under the terms contained herein. In the event that Customer elects to exercise this option, Customer will execute a separate Add-On Quote provided by SunGard reflecting those optional products Customer is electing to purchase.

Scheduled Resource Changes
Customer acknowledges that SunGard makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions

canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse SunGard for any non-refundable expenses incurred by SunGard for travel expenses. Notwithstanding the above, SunGard will endeavor to reschedule SunGard personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard is successful in such rescheduling, Customer's payment obligations shall be reduced.

Third Party Software and Hardware
Unless otherwise provided for herein, warranty and maintenance offerings by SunGard for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard does not make any warranties nor provide any source code for any non-SunGard products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

Publication
SunGard 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's complete customer listing that is made available to other SunGard customers and potential customers.

Preprinted Terms and Conditions
Preprinted conditions and all other terms not included in this Supplement or in the Agreement, stated 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 any amendments thereto, shall control unless expressly accepted in writing by SunGard to Customer.

Attachments
The following Attachments are hereby made a part to this Supplement:
Attachment 1 – Standard Terms and Conditions for OSSI Software License and Services
Attachment 2 – Standard Terms and Conditions for OSSI Licensed Programs Support
Attachment 3 – Licensed Program and Service Descriptions
Attachment 4 – General Project Conditions
Attachment 5 – Optional Products

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 October 15, 2007.

CITY OF LEESBURG, FL	**SUNGARD HTE INC**
Authorized Signature	Authorized Signature Grant Harbin Vice President of Professional Service, SunGard HTE Inc.
Print Name & Title	Print Name & Title
Date	9/12/07 Date

SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO. 070967

ATTACHMENT "1"

SUNGARD STANDARD TERMS AND CONDITIONS FOR OSSI SOFTWARE LICENSE AND SERVICES

SunGard will furnish to the Customer:

1. The SunGard Licensed Program(s) listed in the Supplements.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on SunGard supplied or approved equipment.
3. Support service(s) as described herein.
4. Training, conversion and project management services as described herein and listed in the Supplement(s).

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. Appointment of a qualified Customer representative as required herein, and cooperating with and assisting SunGard in the performance of its responsibilities under these terms and conditions.
2. Use of the Licensed Programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the Licensed Program(s). Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to SunGard's OSSI brand Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by SunGard for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine. Licensed Programs will be considered installed when SunGard demonstrates that the Licensed Program is installed and is ready for the Customer to start building code files on their computer system.

"Delivery Date" shall mean the date SunGard delivers, F.O.B. SunGard's offices, the Licensed Program(s) to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

"Support Services" shall mean the maintenance and support call services provided to Customer for the SunGard Licensed Program(s).

II. LICENSE

The license granted under this Attachment permits the Customer, subject to the provisions of Sections VII, VIII, IX and XI of this Attachment to:

a. Use the Licensed Program(s) on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Attachment.
c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.

d. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard 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's failure to provide required maintenance services as agreed.

III. TERM

These terms and conditions shall be effective as of the date signed by both parties (the "Effective Date") and will remain in effect until terminated by Customer or by SunGard in accordance with the termination provisions provided for herein below.

A party has the right to terminate these terms and conditions for cause if the other party breaches a material provision contained herein. To terminate these terms and conditions for cause, 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 for cause is not cured within that period, the party seeking termination of these terms and conditions must provide notice of termination to the other party, and upon the receipt of such notice of termination by the other party, these terms and conditions will automatically be deemed terminated. Termination of these terms and conditions for cause will be without prejudice to the terminating party's other rights and remedies pursuant to these terms and conditions.

Termination for Convenience: Customer will additionally have the right to terminate these terms and conditions for convenience, by providing SunGard with written notice of such termination for convenience at least thirty (30) days prior to the effective date of such termination for convenience. Provided as a strict condition of such right of termination for convenience, Customer must first remit to SunGard (regardless as to whether such amounts would otherwise then be due), payment in full of: (a) all license fee amounts for the Licensed Program(s), (b) all amounts for all third party products provided by SunGard under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard (including for services rendered by SunGard subcontractors and/or services rendered by third parties for which SunGard is facilitating the provision of services to Customer), and (d) all reimbursable expenses incurred by SunGard, SunGard's subcontractors, and all third parties for which SunGard is facilitating the provision of products or services to Customer.

Appropriation of Funds: Customer believes that sufficient funds can be obtained to pay all amounts due SunGard throughout the term and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard of such occurrence and SunGard will respond with a proclamation that these terms and conditions, or the appropriate executory portions thereof, are terminated. Should there be any premature termination, Customer shall be responsible to pay a) for any services delivered by SunGard prior to the notice and b) for all software which has been delivered and accepted. SunGard shall not be obligated to provide any services for which payment has not been appropriated.

Upon termination of these terms and conditions, all Licensed Program(s), including all full or partial copies thereof, must either be returned by Customer to SunGard, or must be destroyed by Customer, and in the latter instance, Customer must certify to SunGard in writing, over the signature of a duly authorized representative of Customer, that it has done so. An authorized representative of SunGard, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued.

All obligations relating to non-use and non-disclosure of confidential information will survive any termination of these terms and conditions; and further, the limitations provided for in Section X, the obligations provided for in Section VII, the limitations provided for in Section VIII, and all provisions and obligations of these terms and conditions that, by their express terms, survive any termination of this terms and conditions, or that should reasonably survive such termination, will survive any termination of these terms and conditions and will continue in full force and effect notwithstanding such termination of these terms and conditions.

IV. SUNGARD SUPPLIED PRODUCT(S) AND/OR SERVICES

SunGard shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code form. In addition, SunGard shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by SunGard.

SunGard assumes no liability beyond the manufacturers' warranty for any hardware or other third party products specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Supplement(s) solely for that purpose.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other SunGard products and services are specified in the Supplement(s) to these standard terms and conditions. Unless specified to the contrary, prices quoted in the Supplement(s) are valid for ninety (90) days from the date of SunGard's acceptance of the applicable Supplement(s). SunGard may increase its prices without notice on items not provided for in the Supplement(s).

Fees for SunGard Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate or daily rate until payment is received.

Fees for support services for any third party products provided for under these terms and conditions shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

Any taxes, including but not limited to sales and/or use tax, will be the responsibility of the Customer. SunGard will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to SunGard upon contract execution.

VI. LICENSED PROGRAM SERVICES AND APPOINTMENT OF CUSTOMER REPRESENTATIVE

Training on SunGard Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on SunGard's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at SunGard's then prevailing rate per hour. Data must be given to SunGard in a format provided or approved by SunGard and the data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. All manual conversions are the responsibility of the Customer.

Modifications, if any, will be performed by SunGard under a separately executed statement of work between SunGard and Customer. Customer modification of the Licensed Program(s) in any manner may negate the ability to maintain the Licensed Program(s) by SunGard and will relieve SunGard of any responsibility to provide Support Services.

Project Management will be invoiced as indicated in the Supplement(s).

SunGard will provide the Customer with Support Services under the standard terms and conditions for OSSI Licensed Program(s) and Support for a period of twelve (12) months, commencing on the delivery of the first major module (such as Base CAD, RMS, JAIL or Mobile) of the Licensed Program(s). Thereafter the Support Services will be provided on a year-to-year basis provided the Customer exercises the option and pays SunGard's annual support fee.

SunGard shall not supply any Support Services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by SunGard. Customer shall receive written authorization from SunGard before attaching to the computer system any equipment not supplied or approved by SunGard. Authorization shall not be withheld unless said equipment, in SunGard's reasonable judgment, will cause operational damage to the system, or require undue system support from SunGard.

Customer acknowledges that the systems supplied by SunGard have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from SunGard designated personnel. SunGard shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by SunGard.

In the event of the failure of any hardware component or other third party product supplied under these standard terms and conditions to function or operate in conformance with specifications, SunGard shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

Appointment of Customer Representative. Customer will fully cooperate with and assist SunGard in the performance of its responsibilities under these standard terms and conditions. As part of Customer's responsibilities, it will make available to SunGard a qualified staff member, Customer's representative, who will have authority to act for Customer and to make binding decisions, including with respect to any modifications hereto, and provide SunGard with necessary information and data concerning Customer's operations and activities, and assume responsibility for the accuracy of such information and data supplied, and provide access to Customer's computer facility at all reasonable times, and have the authority to enforce implementation decisions which are mutually agreed to by Customer and SunGard.

Customer is responsible for selecting a system administrator who is qualified to operate the Licensed Program(s) on Customer's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program(s).

PROJECT MANAGEMENT

In connection with the services provided for in the Supplement Schedule A (for purposes of this Section, the "Project"), SunGard shall, within thirty (30) days after the Execution Date, assign an individual ("Project Manager") to oversee and have complete responsibility for the Project. This Project Manager shall manage and direct SunGard's provision of services, including SunGard's planning, delivery, installation, and performance verification, and shall be subject to Customer's right of reasonable disapproval. The Project Manager shall coordinate all work between the various parties involved (i.e., manufacturer, subcontractors, installation company, etc.).

The Project Manager shall be available on site as required to perform the proposed work in conformance with the Project Plan. The Project Manager shall be supported by the Contractor's other services personnel in performing SunGard's services pursuant to this Agreement.

The Contractor's Project Manager and the City Project Representative shall hold regular Project status meetings (both on-site and by conference call, as appropriate) throughout the duration of the Project, all as to be more fully provided for in the Project Plan. The Contractor's Project Manager shall provide the City with periodic written reports regarding the Project, with such reports to include the following minimum items:

A. Work performed.

B. Technical problems encountered.

C. Technical problems resolved.

D. Management problems encountered.

E. Management issues resolved.

F. Meeting attendees.

G. Technical/management items discussed.

H. Action items.

I. Project schedule.

J. Report regarding the status of invoicing and payments.

VII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

Except as otherwise permitted under this Agreement, and subject to the requirements of Chapter 119, Florida Statutes:

The Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will exercise reasonable and prudent measures, and in any event, exercise 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 Licensed Programs, 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, or for such longer period as may be required by applicable law. However, Customer's obligations to maintain the Licensed Programs as confidential will survive in perpetuity. To the extent that either party is required under applicable law (including whether by statute, order of a court of competent jurisdiction, or pursuant to a subpoena validly issued by a body having valid subpoena powers under applicable law") to provide any Confidential Information of the other to a third party (each hereinafter a "Lawful Order of Production), the party subject to such requirement (the "Producing Party") will promptly notify the other party (the "Owning Party") of such request, so that the Owning Party can take appropriate action to quash or to otherwise limit such Lawful Order of Production. In the event of a Lawful Order of Production, the Producing Party will limit the disclosure of the Owning Party's Confidential Information to only that which is required to comply with the Lawful Order of Production. Further, and without limitation, notwithstanding the disclosure of the Owning Party's Confidential Information in compliance with such Lawful Order of Production, the restrictions on the Producing Party's right to use and disclose the Owning Party's Confidential Information so disclosed under such Lawful Order of Production will remain in full force and effect for all other purposes whatsoever. Without limitation, the Licensed Programs constitute "data processing software" and "trade secret" information of SunGard, in whole and in part, as such terms are defined in Chapter 119, Florida Statutes.

During the term of this Agreement, SunGard may have access to and become familiar with Customer's Confidential Information regularly used in the operation of the Customer's business. This Confidential Information includes, but is not limited to, non-public devices; processes; applications; records; reports; investigations; compilations of information; specifications; and financial, accounting, statistical and security information. SunGard shall not, during or after the term of this Agreement disclose any such Confidential Information of the Customer to any person (other than to SunGard personnel having a need-to-know for the purposes of fulfilling SunGard's obligations under this Agreement, directly or indirectly, nor use it in any way, except as required or authorized by the Customer. SunGard shall keep all equipment sign on access authority and passwords confidential and shall be responsible for all transactions performed on any Customer data. SunGard shall only use Customer computer systems for the purposes set out in this Agreement and any supplements hereto.

Without reducing SunGard's right to own exclusively the Licensed Programs, including any and all modifications thereto and derivative works thereof, all non-public files, records, documents, drawings, specifications, equipment, software, and similar items relating to the Customer's business, whether or not prepared by SunGard, shall remain the exclusive property of the Customer and shall not be removed under any circumstances from the premises where the Customer's work being carried on, without the prior approval of the Customer, such approval which the Customer will not unreasonably withhold, delay or condition. SunGard shall make no copies of any Customer Confidential Information, except for use as may be required to perform SunGard's duties under this Agreement and any supplements hereto.

VIII. WARRANTY

SunGard warrants that for a period of twelve months after the delivery of the first major module (such as Base CAD, RMS, JAIL or Mobile) of the Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by SunGard, provided the Licensed Program(s) are used in the proper operating environment. SunGard does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the twelve month period. Any other utility or incidental software distributed by SunGard will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. SunGard shall be responsible only for the Licensed Program(s) and products as originally supplied to Customer, and for changes made to the Licensed Program(s) by SunGard's authorized representatives. SunGard will not be

responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

SunGard warrants that it has the right to license the SunGard Licensed Program(s) listed in the Supplement(s) and that the SunGard Licensed Program(s) does not infringe any intellectual property of any third party. SunGard agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to SunGard Licensed Program(s) provided SunGard shall have the right to control the defense or settlement of any such claim. If use of the SunGard Licensed Program(s) by the Customer is enjoined by any infringement proceeding, SunGard shall, if possible, obtain without unreasonable expense the right of license for the Customer to use the SunGard Licensed Program(s) or if that is not possible, SunGard shall refund to the Customer the license fee(s) paid under these terms and conditions for the particular Licensed Program(s) that is determined to be infringing.

SunGard does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by SunGard.

SUNGARD MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IX. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by SunGard while these terms and conditions are in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of SunGard.

X. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under these terms and conditions, for claims related to bodily injury, death and damage to real property and tangible personal property, SunGard 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, 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 be liable for any consequential damages, including lost profits, savings or reprocurement costs, even if SunGard has been advised of their possibility.

Except for SunGard's obligations to indemnify the Customer under infringement actions, as noted in Sections VIII and XI of these terms and conditions, and claims for personal injury or damages to real or tangible personal property caused by SunGard's negligence as noted above, SunGard's liability for damages to the Customer for any cause whatsoever under these terms and conditions, regardless of the form of action, is limited to the total amount of fees paid by Customer under these terms and conditions for SunGard Licensed Program(s) and services, not including any fees associated with SunGard project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under these terms and conditions, the Customer's remedy is (1) the correction by SunGard of Licensed Program defects, or (2) if, after repeated efforts, SunGard is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover actual, direct damages to the limits set forth in this section upon the return or complete destruction of the Licensed Program(s) for which damages are sought.

XI. PATENT AND COPYRIGHT INDEMNITY

SunGard will, at its expense, defend the Customer against any claim that the SunGard Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and SunGard will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

a. Give SunGard prompt written notice of any such claim, and

b. Allow SunGard to control, and fully cooperate with SunGard in the defense and all related settlement negotiations.

The Customer agrees to allow SunGard, at SunGard's option and expense, if such claim has occurred or in SunGard's judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in SunGard's judgment, upon written request, the Customer will return the Licensed Program(s) to SunGard, and SunGard shall refund to the Customer the license fee(s) paid under these terms and conditions for the particular Licensed Program(s) that is determined to be infringing.

SunGard shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by SunGard or in other than the specified operating environment. This section states SunGard's entire obligation to the Customer regarding infringement.

XII. COPYRIGHT PROTECTION

The Licensed Programs and any written documentation associated therewith are protected under the Copyright Laws of the United States. SunGard warrants and Customer acknowledges that SunGard has the following exclusive rights with regard to the Licensed Program(s):

a. To reproduce the Licensed Program(s) in any or all forms.
b. To adapt, transform or rearrange the Licensed Program(s).
c. To prepare other products derivative of the Licensed Program(s).
d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of SunGard's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIII. HARDWARE AND SYSTEM SOFTWARE

Upon the terms and conditions set forth herein, SunGard agrees to sell and Customer agrees to buy the computer hardware and sublicense the operating system software described in the Schedule(s), at the price set forth therein. Customer may buy and SunGard may sell additional computer hardware to be added to the computer hardware outlined above at the then current SunGard prices in effect at the time of purchase.

Computer hardware maintenance and/or warranty will be provided by the hardware manufacturer. Customer is responsible to coordinate any such services directly with the hardware manufacturer and to execute a maintenance/support agreement with the hardware manufacturer.

Operating Environment. The Customer hereby assumes the full responsibility for compliance with the installation guidelines of the manufacturer and the requirements provided by SunGard. Customer hereby assumes full responsibility for installation, requirements, and licensing of all third party software and all hardware providers/manufacturers and for the overall effectiveness and efficiency of the operating environment in which the equipment is to function, as well as the full responsibility for the cooperation of the Customer's personnel.

Computer Hardware Delivery. SunGard shall deliver the computer hardware as promptly as is reasonably possible in conjunction with SunGard's manufacturer's current production schedule (normally 30-60 days), but SunGard shall not be held liable for delay in delivery, installation, or service.

Shipment. Computer hardware shipments to the Customer's installation site shall be made by SunGard in an acceptable mode of transportation to provide utmost protection of the equipment; SunGard shall prepay all charges therefor and will invoice same to Customer for reimbursement. Customer agrees to reimburse SunGard for all computer hardware transportation, insurance and special handling charges.

Risk of Loss. Risk of loss for computer hardware will pass to Customer when the computer hardware is received at the Customer's designated location.

Hardware Capacity. It is expressly understood and agreed between SunGard and Customer that Customer has elected to purchase hardware from other sources that is sufficient to meet Customer's needs and is compatible with

SunGard's Licensed Program(s). Customer understands that SunGard's Licensed Program(s) is frequently enhanced and therefore SunGard's minimum hardware specifications are subject to change without notice to the Customer.

Other accessories (hardware or software) may be required for the use of the Licensed Program(s). Except as agreed otherwise in writing, SunGard assumes no responsibility under these terms and conditions for obtaining or supporting such accessories. Customer is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program operates, including an uninterrupted power supply.

XIV. ACKNOWLEDGEMENT OF SUNGARD HTE'S DEPENDENCE ON CUSTOMER'S GIS DEPARTMENT

Customer acknowledges and agrees that SunGard's ability to provide the Licensed Program(s) and services relating to Geographic Information System (GIS) or relating to Maps or relating to geographic analysis, etc. is contingent on the Customer providing SunGard with the resources and data for SunGard's Implementation Guide for Map Projects, if applicable.

Customer shall provide SunGard with the following accurate GIS resources and accurate data in an ASCII EOO 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 is solely 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.

SunGard will return to Customer a list of the logical errors from SunGard's editing/data validation utility. The logical errors checked for include:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer is responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Defects and errors in data may cause delays in the project and will be the sole responsibility of the Customer. IN NO EVENT SHALL SUNGARD BE LIABLE FOR ANY ERRORS ASSOCIATED WITH THE CONVERTED GIS RESOURCES.

Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

XV. MISCELLANEOUS PROVISIONS

Choice of Law/Dispute Resolution. These terms and conditions shall be governed by laws of the State of Florida. Prior to either party commencing any legal action under these terms and conditions, 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 Lake County, Florida for resolution of all disputes in connection with these terms and conditions.

Binding Agreement. The individual signing the Supplement(s) associated with these standard terms and conditions for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of these terms and conditions and that these terms and conditions and any Supplement(s) are a valid and binding obligation of the Customer.

Assignment. These obligations contained under these terms and conditions and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of SunGard, which consent may be withheld by SunGard. SunGard may assign its rights, title and interest by providing prior written notice to the Customer.

Successors Bound. These terms and conditions shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and SunGard.

Force Majeure. SunGard is not responsible for failure to have fulfilled its obligations under these terms and conditions due to causes beyond its control.

Severability. If any term or provision under these terms and conditions or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of these terms and conditions, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of these terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Supplement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

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

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in these term and conditions are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the effective term of these standard terms and conditions, and for a period of twenty-four (24) months after the termination, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard or persons who have been employed by SunGard within the immediate past twenty-four (24) months without prior consent of SunGard. Such consent shall not be unreasonably withheld.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision under these terms and conditions.

Use of Licensed Program(s) By or For the Benefit of Third Party Agencies. Customer acknowledges that use access by a third party is prohibited under Section VII of these terms and conditions and use for the benefit of a third party agency is prohibited as service bureau processing in Section II(a) hereof. Upon agreement of SunGard and payment of associated fees related thereto, SunGard will 1) permit the Licensed Program(s) to be accessed by a third party agency under the terms of SunGard's Agreement to Grant Permission to Allow Access to Software, which must be executed by any third party agency permitted to access the Licensed Program(s) or 2) will permit use of the Licensed Program(s) for the benefit of a third party agency under the terms of SunGard's Service Bureau Processing Addendum to these terms and conditions.

SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO. 070967

ATTACHMENT "2"

SUNGARD HTE INC.
STANDARD TERMS AND CONDITIONS FOR OSSI LICENSED PROGRAMS SUPPORT

Section 1

DEFINITIONS

The following definitions shall apply to the respective capitalized terms:

1.1 **"Licensed Program."** "Licensed Program" means the OSSI brand software identified in a schedule, supplement or amendment under which is incorporated the Standard Terms and Conditions for OSSI Software License and Services between the parties (Schedules), including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under these Standard Terms and Conditions for OSSI Licensed Programs Support or the Standard Terms and Conditions for OSSI Software License and Services. This excludes computer software not developed by SunGard which might be used in conjunction with the SunGard Public Safety Licensed Program, such as word processors, spreadsheets, terminal emulators, etc.

1.2 **"Modification."** "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.

1.3 **"Term."** An initial period shall commence upon acceptance of these terms and conditions and extend for a period of one year. Thereafter, the Term shall automatically renew for successive periods of one year each unless and until terminated pursuant to Section 9 hereof. In no event, however, shall the Term extend beyond the prescribed term of the Standard Terms and Conditions for OSSI Software License and Services.

1.4 **"Error."** Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard, or not authorized to be so combined or merged by SunGard, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

1.5 **"Error Correction."** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Not covered under Error Correction is the responsibility for data file damage due to software or hardware malfunction.

1.6 **"Enhancement."** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by SunGard as minor or major, depending on SunGard's assessment of their value and of the function added to the preexisting Licensed Program.

1.7 **"Coverage Hours."** Monday through Friday 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays for any questions regarding the Licensed Program(s) included under these standard terms and conditions. For a Major Application Problem on SunGard's Base Computer Aided Dispatch System (Base CAD) only, SunGard coverage hours will be 24-hours per day, 7-days per week.

1.8 **"Response Time."** Within Eight (8) hours of the Coverage Hours from the time that SunGard verifies that an Error is present, SunGard will initiate work toward development of an Error Correction for a Major Application Problem. Minor Application Problems will be fixed with the next scheduled Licensed Program Release.

1.9 **"Licensed Program Releases."** New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 **"System Administrator."** An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Support personnel.

1.11 "**Major Application Problem**." The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system. Therefore, the Base CAD system is down or non-operational because of the Licensed Program as determined by SunGard.

1.12 "**Minor Application Problem**." The Licensed Program functions with inconveniences or programmatic error; however, the Licensed Program has not stopped Customers' daily operations.

1.13 "**Non Application Problem**" is a problem, which is determined by SunGard to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc.

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements. Acceptance of these Standard Terms and Conditions for OSSI Licensed Programs Support by SunGard is conditioned upon confirmation by SunGard that the Licensed Program is eligible for support. Customer agrees that the obligation of SunGard to continue to provide Services with respect to a Licensed Program shall terminate if, at any time during the Term, these requirements are not met.

To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements:

a. Customer has a valid software license agreement for the Licensed Program.

b. Customer has a System Administrator.

c. The hardware configuration on which the Licensed Program is to be used is supported by SunGard.

d. Customer is, and remains, in compliance with the schedule of payments providing that such payments are not the subject of a good faith dispute at the time in question.

SunGard may require Customer to appoint a new System Administrator if SunGard determines that the System Administrator does not have the training or experience necessary to communicate effectively with the SunGard support personnel.

Section 3

SCOPE OF SERVICES

3.1 During the Term, SunGard shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard 's current rate schedule:

a. SunGard shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.

b. SunGard shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

c. SunGard shall maintain a trained staff capable of rendering the services set forth under these Standard Terms and Conditions for OSSI Licensed Programs Support.

d. SunGard shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard in accordance with SunGard's standard reporting procedures. SunGard shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, SunGard shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard shall include the Error Correction in all subsequent Releases of the Licensed Program. SunGard shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 180 days.

e. SunGard may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard so elects, major Enhancements. SunGard shall provide Customer with one copy of each new Release, without additional charge. SunGard shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard's current rate schedule.

f. Subject to space availability and training fees, Customer may enroll its employees in SunGard's training classes.

g. SunGard shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard and Customer.

h. SunGard's software support is intended exclusively for SunGard's Licensed Program(s); however, SunGard can optionally provide first line support for selected operating systems where SunGard has an agreement with the supplier. When the Customer contracts for this service, SunGard will make a good faith effort to find solutions to operating system problems. However, Customer must be aware of the following facts:

1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, SunGard recommends that they work directly with the appropriate operating system vendor on these matters. SunGard will still be available to provide assistance whenever needed.

2. SunGard is required to work with the company that supplied the operating system. If that company fails to provide quality support, SunGard will not be able to provide quality support to our customers.

3. Some operating system problems can only be solved on-site. If and when this situation occurs, SunGard personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the SunGard's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem.

4. In the event that a bug is identified in the operating system, SunGard will immediately report the problem directly to the provider. However, SunGard and the Customer will be required to accept their schedule for fixing the problem.

5. If enhancement requests are made to SunGard for changes to the operating system, SunGard will pass them along to the provider. SunGard can make no commitments as to when, or if, the enhancements will be included in future releases.

6. SunGard will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.

7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with SunGard software support.

8. SunGard must approve all operating system upgrades in advance to verify that the upgrade is necessary and compatible with the SunGard Licensed Program(s).

3.2 The following items are specifically not covered by these Standard Terms and Conditions for OSSI Licensed Programs Support:

a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.

b. Any problems caused by hardware failure.

c. Any work required to restore or recover the operating system and/or data files.

d. Any problem caused by an operator.

e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.

f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard.

g. Problems with, or caused by any software not supported by SunGard, including, but not limited to, SNA, word processors, terminal emulators, etc.

h. System software installations made by the Customer without authorization of SunGard such as installing a new Windows SQL version.

Section 4

OBLIGATION OF CUSTOMER

4.1 Customer shall provide, without charge to SunGard , access to its facilities in connection with the performance of SunGard of its obligations hereunder. It is agreed that prior notification will be given when access is required.

4.2 Customer must provide SunGard with information sufficient for SunGard to duplicate the circumstances under which a Problem in a Licensed Program became apparent.

4.3 Customer must maintain a current license of PC AnyWhere, a dedicated 56 KB modem and data set connected to the direct dial network near each Application Server used with a Licensed Program being maintained by SunGard hereunder and provide access to a voice grade local telephone. The Customer is responsible to reimburse SunGard for all long-distance toll charges when connected to their network via modem or provide the resources necessary for SunGard to access the Customer's system via the Internet at no cost to SunGard . A current license of PC AnyWhere, a dedicated 56 KB modem and data set connected to the Message Switch server is required.

4.4 A representative of Customer must be present when any on-site support is provided. Customer agrees that if such representative is not present when the SunGard representative arrives on site, no work will be performed and Customer will be charged for such SunGard representative.

4.5 All communications by Customer to SunGard must be in the English language.

4.6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5. At least one of these System Administrators must be available at all times during a support incident event.

4.7 Customer is responsible to support and maintain all system software. Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard's Licensed Programs without approval from SunGard.

Section 5

SYSTEM ADMINISTRATOR REQUIREMENTS

5.1 Each System Administrator must be certified by SunGard by completing the following:

a. Operating System training by either SunGard or by a certified Microsoft training organization. This course work must include Administrating Windows 2000 Workstation, Administrating Windows 2000 Server, Windows SQL Administration (or the most current version supported by SunGard at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals.

b. SunGard 's application administration and code file course for each Licensed Program.

c. SunGard 's application training courses for each Licensed Program.

5.2 Each System Administrator must meet with a SunGard Project Manager to review and sign on each of SunGard's "Licensed Program(s) and/or Services Delivered" list.

5.3 Each System Administrator must be identified in an attachment to these terms and conditions properly signed by both Customer and SunGard .

5.4 Each System Administrator must be qualified to address, without the aid of SunGard, all problems relating to any hardware, software or operating system not directly associated with the Licensed Program(s).

5.5 Calls received by anyone not identified in the attachment are not covered by these Standard Terms and Conditions for OSSI Licensed Programs Support and are therefore subject to hourly fees, and are not subject to minimum Response Time.

5.6 Each System Administrator must attend all of SunGard 's Licensed Program training.

Section 6

FEES AND CHARGES

6.1 Customer shall pay SunGard its fees and charges based on a Schedule. Additional Licensed Programs may be added to these Standard Terms and Conditions for OSSI Licensed Programs Support by the Schedules. SunGard reserves the right to change its Support fees, provided that no such change will be effective until at least 30 days after SunGard has given Customer written notice of such change by means of an invoice. Notwithstanding anything to the contrary, Support fees (for the second year) will be invoiced in advance of the commencement of the renewal term and in the event Customer does not wish to renew the term it may elect not to renew the term at its convenience by electing not to pay the invoice. Notwithstanding anything to the contrary, the purchase of Support services is not required for continuation of Customer's license. In addition to the foregoing changes in Support Fees, fee changes will also result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours.

6.2 SunGard shall invoice Customer at the beginning of each contract year for all Support fees. All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the highest rate allowed by applicable law.

6.3 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard the Services called for by these Standard Terms and Conditions for OSSI Licensed Programs Support.

6.4 Customer agrees to pay additional charges according to the SunGard fee schedule for all work performed outside of Coverage Hours. These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours. Customer will be required to authorize any work outside of coverage hours that results in additional charges.

6.5 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the SunGard fee schedule for travel expenses and comprehensive per diem.

Section 7

PROPRIETARY RIGHTS

7.1 To the extent that SunGard may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works prepared by SunGard (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs in the most current form provided by SunGard , in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the Standard Terms and Conditions for OSSI Software License and Services, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by SunGard . Upon termination of such Standard Terms and Conditions for OSSI Software License and Services, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the Standard Terms and Conditions for OSSI Software License and Services shall be sufficient for such purposes.

7.2 The Vendor Programs are and shall remain the sole property of SunGard, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid SunGard for the use of the work product. Customer shall from time to time take any further action and execute any further instrument, including documents of assignment or acknowledgment that SunGard may reasonably request in order to establish and protect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

8.1 SUNGARD DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED AND REPRESENTATIONS WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

8.2 In no event shall SunGard's cumulative liability for any claim arising in connection with these Standard Terms and Conditions for OSSI Licensed Programs Support exceed the total fees and charges paid to SunGard by Customer within the last twelve (12) months.

8.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under these Standard Terms and Conditions for OSSI Licensed Programs Support, may be brought by either party more than one (1) year after such cause of action accrued.

Section 9

TERMINATION

9.1 These Standard Terms and Conditions for OSSI Licensed Programs Support may be terminated as follows:

a. These Standard Terms and Conditions for OSSI Licensed Programs Support shall immediately terminate upon the termination of the Standard Terms and Conditions for OSSI Software License and Services (including its termination for convenience or non-appropriations as provided in Paragraph III, Term);

b. These Standard Terms and Conditions for OSSI Licensed Programs Support may be terminated by Customer upon the expiration of the then-current term of these Standard Terms and Conditions for OSSI Licensed Programs Support, provided that at least thirty (30) days prior written notice is given to SunGard. SunGard may terminate these Standard Terms and Conditions for OSSI Licensed Programs Support upon the expiration of the second term of these Standard Terms and Conditions for OSSI Licensed Programs Support, provided that at least thirty (30) days prior written notice is given to Customer; or

c. These Standard Terms and Conditions for OSSI Licensed Programs Support may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of these Standard Terms and Conditions for OSSI Licensed Programs Support and has not cured such breach within such notice period.

9.2 Following termination of these Standard Terms and Conditions for OSSI Licensed Programs Support, SunGard shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by SunGard for the remaining term of the Standard Terms and Conditions for OSSI Software License and Services. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate allowed by applicable law.

Section 10

MISCELLANEOUS

10.1 Each party acknowledges that it has read these Standard Terms and Conditions for OSSI Licensed Programs Support, understands them, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. These Standard Terms and Conditions for OSSI Licensed Programs Support may not be modified except by a written instrument duly executed by the parties hereto.

10.2 If any term or provision of these Standard Terms and Conditions for OSSI Licensed Programs Support or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of these Standard Terms and Conditions for OSSI Licensed Programs Support, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of these Standard Terms and Conditions for OSSI Licensed Programs Support shall be valid and enforceable to the fullest extent permitted by law.

10.3 These Standard Terms and Conditions for OSSI Licensed Programs Support may not be assigned except in conjunction with permitted assignment of the Standard Terms and Conditions for OSSI Software License and Services.

10.4 Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of these Standard Terms and Conditions for OSSI Licensed Programs Support.

CITY OF LEESBURG

SUNGARD HTE, INC.
STANDARD TERMS AND CONDITIONS FOR OSSI LICENSED PROGRAMS SUPPORT

Attachment for
SYSTEM ADMINISTRATORS

1	NAME:	DAVID WILSON
	TITLE:	NETWORK LAN/WAN ADMINISTRATOR
	OFFICE PHONE NUMBER:	(352) 728-9738
	FAX NUMBER:	(352) 728-2594
	EMAIL ADDRESS:	david.wilson@leesburgflorida.gov
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	TITLE:	NETWORK ADMINISTRATOR II
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5	NAME:	JASON MARLAR
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	OFFICE CELL NUMBER	(352) 516-7143
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SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO.

ATTACHMENT "3"

LICENSED PROGRAM AND SERVICE DESCRIPTIONS

OSSI Computer Aided Dispatch
CAD-T1 BASE COMPUTER AIDED DISPATCH SYSTEM TIER-1
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
Two (2) Call Taker/Dispatcher Console Licenses

CAD-CON ADDITIONAL CAD CONSOLE LICENSE
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's CAD system.

CAD-MAP FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
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.

CAD-MAPD ADDITIONAL CAD MAP DISPLAY LICENSE
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's CAD system. Each license represents one workstation, not concurrent user.

CAD-E911 E911 INTERFACE MODULE
The E911 Interface allows SunGard'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 with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

CAD Professional Services

CAD-PROJ-MGNT CAD PROJECT MANAGEMENT
CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

CAD-PROJ-PLAN PROJECT PLANNING FOR CAD
The project planning includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to this account will do this in conjunction with the Customer's project manager. The planning includes the preparation and development of a written implementation plan as well as an on-site planning session.

CAD-PROF-SERV-AUD CAD PROFESSIONAL SERVICES AUDIT
Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

CAD-PROF-SERV-GOLIVE
CAD PROFESSIONAL SERVICES GO-LIVE
One (1) SunGard professional to be on-site for up to two days when the base CAD System goes live as determined by the project plan.

CAD-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

CAD-MAP-CONV MAP BASED GEOFILE GENERATION
This service includes:
" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard'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 will assemble the ortho tiles and create a reference database file that will be used by the SunGard product line. SunGard will install the ortho's on the clients CAD Server. Accepted ortho files formates are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard.
" SunGard will perform three (3) detailed reviews of the customer's centerline data at SunGard'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 supports converting ESRI E00, ESRI Shape or MapInfo source data.
This service assumes the customer provides SunGard all required GIS layers and associated data elements (attribute data) and that SunGard is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard 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 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'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:
SunGard's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard with the resources and data defined in SunGard's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.
The Customer shall provide SunGard 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.

CAD-MAP-EDTRN MAP EDITOR TRAINING
SunGard will provide up to three (3) days of training at SunGard'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's Map Editor as the primary application for maintaining maps.

CAD-INST BASE CAD SOFTWARE INSTALLATION
The CAD installation includes the installation of SunGard'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's application software. SunGard prefers the CAD server(s) to be shipped to SunGard'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's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.
SunGard can provide an optional quote to provide the above listed services.

CAD-MNT-TRN CAD MAINTENANCE TRAINING
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.

CAD-USR-TRN CAD USER TRAINING
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.

OSSI Records Management System
RMS-BASE-50 BASE RECORDS MANAGEMENT SYSTEM - 50 WORKSTATION
SunGard'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

RMS-NTF-20 NOTIFICATION MODULE - 20 WORKSTATION
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.

RMS-ACCIDENT-50 BASIC ACCIDENT MODULE - 50 WORKSTATION
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.

RMS-P&E-5 PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION
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.

RMS-BAR HOST-50 BAR CODING SERVER LICENSE - 50 WORKSTATION
Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

RMS-BAR-CLIENT BAR CODING HAND-HELD CLIENT LICENSE (EACH)
SunGard'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.

RMS-MAP-50 RMS MAP DISPLAY AND PIN MAPPING LICENSE - 50 WORKSTATION
Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers.
Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

RMS-WIZ-BASE ACCIDENT WIZARD BASE SERVER LICENSE
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.

RMS-WIZ-CLIENT ACCIDENT WIZARD WORKSTATION LICENSE
This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

RMS-PSD PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE
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.

RMS-SOFF SEX OFFENDER MODULE
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.

RMS-POP-5 PROBLEM ORIENTED POLICING MODULE - 5 WORKSTATION
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.

RMS-QTRMSTR-5 QUARTERMASTER MODULE - 5
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.

RMS-TRAIN-5 TRAINING MODULE - 5 WORKSTATION
The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.
RMS-ASSET-15 ASSET MANAGEMENT MODULE-15 WORKSTATION
Enables an agency to enter and track equipment assignment and maintenance records.

RMS-CA CRIME ANALYSIS MODULE
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).

JMS-MUG-1 MUGSHOT CAPTURE STATION SOFTWARE
This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard's specialized capture board is required. SunGard recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard.
JMS-MUG-2 SUBSEQUENT MUGSHOT CAPTURE STATION SOFTWARE
Additional license of SunGard's mugshot capture station application.

JMS-MS DISPLAY-50 MUGSHOT DISPLAY SOFTWARE LICENSE - 50 WORKSTATION
This allows the Customer to view mugshots and create line-ups.

RMS Professional Services

RMS-PROJ-MGNT PROJECT MANAGEMENT FOR RMS
Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

RMS-PROJ-PLAN PROJECT PLANNING FOR RMS
Includes professional services for the development of a project plan. A SunGard project manager assigned to this account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

RMS-PROF-SERV-AUD RMS PROFESSIONAL SERVICES AUDIT
Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

RMS-PROF-SERV-GOLIVE
RMS PROFESSIONAL SERVICES GO-LIVE
One (1) SunGard professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.
RMS-INST BASE RMS SOFTWARE INSTALLATION CHARGES
Includes the installation of SunGard'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 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.

RMS-MNT-TRN RMS MAINTENANCE TRAINING
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 3 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.

RMS-USR-TRN RMS USER TRAINING
Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days. SunGard recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

RMS-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

RMS-DATACNV-ANL DATA CONVERSION ANALYSIS ONLY
SunGard has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses. This fee is not for the actual data conversion.

OSSI Mobile Computing

MCT-SWI STATE/NCIC MESSAGING SOFTWARE
The Message Switch software includes a query interface from the SunGard 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.

MCT-BMS-T4 BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS
Server license of SunGard's Mobile Server Software to support up to 100 Mobile Units registered on the Message Switch (not concurrent

mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

MCT-MFR-REV-T4 REVIEW MODULE FOR FIELD REPORTING UP TO 100 WORKSTATIONS
The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.
This module supports up to 100 Mobile Units registered in the Message Switch (not concurrent mobile users).

MCT-MIS LAN CLIENT LICENSE FOR MESSAGE SWITCH
A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard'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's standard State/NCIC queries

MCT-CLIENT MCT CLIENT - DIGITAL DISPATCH
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's OSSI Sales Engineer for specifications.

MCT-MAP MCT CLIENT - MAPS
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's Automatic Vehicle Locator (AVL) Module.

MCT-MFR-OFF MFR CLIENT - BASE INCIDENT/OFFENSE
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.

MCT-MFR-ACC MFR CLIENT - ACCIDENT REPORTING
Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's crash wizard and Microsoft Visio.

MCT-MFR-ARREST MFR CLIENT - ARREST
The Arrest Module allows officers using SunGard's Mobile product to capture data for SunGard's standard Arrest Module in RMS.
In some states, this Module does reproduce the state form and can print in the car.

MCT-MFR-CITATION MFR CLIENT - CITATION
The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

MCT-MFR-MBLN-CLIENT
MFR CLIENT- MOBLAN VERSION
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.

MCT-CLIENT-PDA MCT CLIENT - PDA
The Handheld Mobile Application extends the power of SunGard's Mobile Computing Application to a wireless handheld device. The handheld application offers the freedom of portability without compromising the need for functionality. SunGard's handheld mobile application is an extension of SunGard'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.
SunGard has tested and recommends the Customer use the following hardware for SunGard's handheld mobile application:
Compaq Ipaq
Dell Axim
One of the following network connections is required for the Customer to utilize SunGard's handheld mobile application:
CDPD
CDMA
GPRS

Mobile Professional Services
MCT-PROJ-MGNT PROJECT MANAGEMENT SERVICES
Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard

Part Number Product Description
related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.
MCT-PROJ-PLAN PROJECT PLANNING FOR MOBILE
Includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to the account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a

written implementation plan as well as an on-site planning session.

MCT-SWI-INST INSTALLATION OF BASE MESSAGE SWITCH
Installation and setup of SunGard's Base Message Switch application software.
The Message Switch must run on Windows 2000 Server or higher.

MCT-BMS-INST INSTALLATION OF BASE MOBILE SERVER SOFTWARE
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.

MCT-CLIENT-INST INSTALLATION OF DIGITAL DISPATCHING CLIENT
Includes installation, configuration and testing of SunGard's Digital Dispatch Client on up to five (5) of the Customer's mobile computers. SunGard will instruct the Customer's System Administrator and two other persons on the installation process.

MCT-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

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

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

MFR-MNT-TRN MOBILE FIELD REPORTING MAINTENANCE TRAINING
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.

MFR-USR-TRN MOBILE FIELD REPORTING USER TRAINING
Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = up to 2 days.

SITE LICENSE UPGRADES

CAD-SITE BASE COMPUTER AIDED DISPATCH SYSTEM SITE LICENSE
Computer Aided Dispatch System Includes:
Single-Jurisdictional CAD for Police, Fire, and/or EMS
Call Taking and Dispatching Function
Tabular Geo-File Subsystem (without maps)
Business and Sites Subsystem
Unit Recommendation Subsystem
Premise/Alert and Hotspots Subsystems
Unlimited Call-taking/Dispatch License
RMS-BASE-SITE BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE
SunGard'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

SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO. 070967

ATTACHMENT "4"

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

Item 1: This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Item 2: The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.

Item 3: SunGard always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard'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 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 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'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 Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard with accurate ALI interface data formats from their E911 Vendor.

Item 8: For Customers that are acquiring SunGard's Message Switch, the Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:

i. Dedicated Line
ii. DSU to State
iii. Associated Installation Charges
iv. Monthly Charges
v. Surcharges by State
vi. etc.

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 recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard 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.

Item 11: This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard reserves the right to adjust this proposal to reflect those changes.

Item 12: All Hardware and System Software maintenance (i.e. Operating System, Data Backup Software, Antivirus Software, etc.) is the responsibility of the Customer. For any Hardware or System Software issues, ONLY the manufacturer's warranty applies. In the case of a Hardware or System Software issue, the product's manufacturer would be the primary source of support. SunGard can assist in determining if the problem occurrence is due to Hardware, System Software or SunGard Application Software. If the issue is found to be related to SunGard's Application Software, support would fall under the SunGard contracted support agreement. If the issue is found to be caused by Hardware or System Software, support would fall outside of the SunGard contracted support agreement and standard hourly rates would apply.

Item 13: The Customer will be billed all travel and living expenses and per diem expenses per the terms of the Agreement.

SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO. 070967

ATTACHMENT "5"

OPTIONAL PRODUCTS

Qty	Part #	Optional Products*	License Fees	Annual Application Support Fees	Annual Application Support Type
1	MCT-MFR-CITATION-SITE	Site License UpGrade for MCT-MFR-CITATION	$ 14,175.00	$ 2,268.00	5x10

MCT-MFR-CITATION-SITE
The Citation Module allows officers using SunGard OSSI's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

*Excludes implementation services and/or hardware that may be necessary.