

CUSTOMER NO. 4395; CONTRACT NO. 141642

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.  
a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Johnson County

with its principal place of business at

2 North Main Street.  
Cleburne, Texas 76031

(for purposes of this Agreement, "Customer")

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


The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 31, 2014.

Johnson County

SunGard Public Sector Inc.

APPROVED AS TO FORM AND CONTENT:

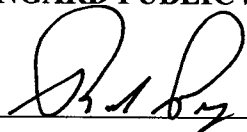
JOHNSON COUNTY:

 9/22/14  
Roger Harmon Date  
County Judge

Attest: Becky Williams 9/22/14  
County Clerk, Johnson County Date



SUNGARD PUBLIC SECTOR, INC:

 9/22/14  
Date

Name Printed: Ray Perkey, Vice President Professional Services  
Sungard Public Sector Inc

Title: Ray Perkey, Vice President Professional Services  
Sungard Public Sector Inc

I.

BACKGROUND

**WHEREAS**, Customer issued a certain “Request for Proposals – Law Enforcement Software - RFP 2014-412”(the “RFP”), with a due date of May 30, 2014; and

**WHEREAS**, in response to the RFP, SunGard Public Sector prepared and submitted to Customer its “RFP Response” dated May 27, 2014 (the “SunGard Public Sector’s Proposal”):  
and

**WHEREAS**, based upon the RFP and the SunGard Public Sector’s Proposal, the parties engaged in good faith negotiations for the acquisition by the Customer from SunGard Public Sector certain software products and related services, with such good faith negotiations culminating in the parties’ execution of this Agreement with the parties intending that this Agreement constitutes the definitive understanding between the parties concerning their respective rights and obligations in connection with the products and services enumerated in this Agreement.

II.

AGREEMENT

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

**1. Definitions.**

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

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

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

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

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

“Discloser” means the party providing its Confidential Information to the Recipient.

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

"Documentation" means the standard documentation for the Software as distributed by SunGard Public Sector to licensees of the Software, including Exhibit 3 hereto.

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

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

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

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

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

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement with substantially similar restrictions on disclosure found in Section 8, Confidential Information, below.

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

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

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

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

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

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

## **3. License.**

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

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

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

c) **Restrictions on Use of the Software.** Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not export the software outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector’s prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

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

#### 4. Services.

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

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

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

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

## **5. Delivery.**

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

## **6. Payment and Taxes.**

### **a) Payment.**

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

**ii) Professional Services Fees.** Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.



iii) **Late Charge.** SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand. **Notwithstanding the forgoing, payment and any late fees will be made or paid in accord with Texas law applicable to payment by government entities and all contrary provisions are hereby deleted and of no effect.**

b) **Taxes.** Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts. SunGard understands that Customer Johnson County is a government entity and is exempt from federal excise tax, sales tax, ad valorem taxes and personal property taxes; therefor Johnson County will not pay additional taxes, surcharges, or other fees not include in bid prices.

c) **Scheduled Resource Changes:** For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses. Notwithstanding, SunGard Public Sector will endeavor to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this section. To the extent SunGard Public Sector is successful in such rescheduling, Customer's payment obligations shall be reduced.

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

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

b) **Disclaimer of Warranty.** The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

## 8. Confidential Information.

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

### **9. Indemnity by SunGard Public Sector.**

Intellectual Property Indemnity. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim.

In addition to the above duty or limitation of indemnity, SunGard Public Sector shall defend, indemnify, and shall save whole and harmless the Johnson County and all its officers, agents, employees, from and against all suits, actions or claims asserted against Customer by a third

party for or on account of (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omission of SunGard Public Sector.

## **10. Term and Termination.**

### **a) Right of Termination.**

Material non-performance or non-compliance of the terms and conditions of this Agreement shall be a basis for termination by either party of the contract. Termination in whole or in part may be made solely at County's or SunGard Public Sector's option by giving not less than 30 days written notice to the non-terminating party with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Such notice shall describe the event or condition of termination in reasonable detail. The non-terminating party may be given a reasonable opportunity prior to termination to correct the deficiency, but in no event not less than thirty (30) days. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance. Notwithstanding, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

Customer will additionally have the right to terminate this Agreement for convenience, by providing SunGard Public Sector 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 Public Sector payment in full of: (a) all license fee amounts for the Component Systems(s), (b) all amounts for all third party products provided by SunGard Public Sector under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard Public Sector, (d) all reimbursable expenses incurred by SunGard Public Sector, and (e) all amounts which remain due for maintenance as of the effective date of termination.

**b) Effect of Termination.** Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so. However, Johnson County shall be allowed a reasonable time to convert or secure data owned by Johnson County, the State of Texas or the Public. Such "reasonable time" shall be such as to allow for the preservation of the data and conversion of the data in useable form so as to not cause an

unreasonable economic loss or detriment or degradation in performance of services by Johnson County.

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

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

#### 11. Notices.

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

#### 12. <Reserved>

#### 13. Assignment.

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

**14. No Waiver.**

A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**15. Severability.**

If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**16. LIMITATIONS OF LIABILITY.**

**A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** EXCEPT AS PROVIDED IN SECTION 9, INDEMNITY BY SUNGARD PUBLIC SECTOR, AND ALSO TO THE EXTENT NOT PROHIBITED BY LAW, SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED ONE AND ONE-HALF (1.5) TIMES THE TOTAL LICENSE AND IMPLEMENTATION SERVICES FEE AMOUNTS AS PROVIDED IN EXHIBIT 1.

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

**17. Entire Agreement.**

This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. **However, the JOHNSON COUNTY SPECIFIC CONTRACT TERMS for SUNGARD PUBLIC SECTOR, INC.'S SOFTWARE LICENSE AND SERVICES AGREEMENT is set forth below and are incorporated herein for all purposes and shall govern if in conflict with any other terms of this agreement.**

**18. Johnson County Contract Terms For SunGard Public Sector, Inc.'s Software License and Services Agreement**

- A) This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
- B) Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
- C) Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
- D) The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
- E) The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common

law, statutory or constitutional defenses to which it may be entitled.

F) The Parties agree and understand that, except as may be explicitly set forth herein, County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

G) The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

H) The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

I) Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by

- a. governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:
  - a. the date the governmental entity receives the goods under the contract;
  - b. the date the performance of the service under the contract is completed; or
  - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

J) No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

K). To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or



obligations to SunGard for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by SunGard in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

L) Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

M) Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

N) It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

O) Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

P) The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by SunGard pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

Notwithstanding, Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of this Agreement 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 Public Sector 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 Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement; Customer shall be responsible to pay a) for any services delivered by SunGard Public Sector prior to the notice, b) for all software which has been delivered, and c) for all reimbursable expenses that SunGard Public Sector incurred prior to the notice. SunGard Public Sector shall not be obligated to provide any Services for which payment has not been appropriated.

Q) The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

R) The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

S) Notwithstanding any other provision SunGard Public Sector Inc. is being contracted to provide software and information technology and services to maintain and make available for use by Johnson County and the public documents, data, content and records. Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

T) The parties agree and understand that the terms in this section (Johnson County Contract Terms For SunGard Public Sector, Inc.'s. Software License and Services Agreement) are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this section and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, this section shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

## 19. Additional Contract Terms

A) SunGard Public Sector, Inc. shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Johnson County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement provided that access is limited to such representatives and agents of the Customer authorized by Customer to have access to financial information associated with any specific agreement between SunGard Public Sector and the Customer. Such access shall be granted only during normal business hours, with a minimum of twenty four (24) hours' notice, without compromising the confidentiality of any other SunGard Public Sector customer, and with a minimum of disruption to SunGard Public Sector's business operations.

B) Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall

give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

C) Under the terms of its standard agreement, SunGard Public Sector reserves the right, without penalty, of assignment to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

D) Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

E) Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government. However, SunGard Public Sector shall have the right to include the County's name within SunGard Public Sector's complete customer listing.

F) SunGard Public Sector has included a sample certificate of insurance outlining the insurance coverage held by SunGard Public Sector, Inc. SunGard Public Sector will provide the County with a certificate of insurance conforming to the agreed upon requirements within ten (10) days of formal award, but will not be required to provide copies of endorsements. SunGard Public Sector's insurance policy does not include coverage for agents, representative, or sub-contractors. SunGard will include the County as Additional Insured as part of our Commercial General Liability policy. SunGard does not provide a waiver of subrogation. The limit on Professional Liability insurance is "per claim aggregate", not per occurrence. SunGard Public Sector's insurance carriers shall be rated AM Best A-VII or better, and be authorized to do business in the state of Texas. SunGard will use commercially reasonable efforts to notify the Customer 30 days prior to any material change or cancellation which would prevent SunGard from meeting the obligations set forth in this agreement.

G) SunGard Public Sector, Inc. will provide any WORKERS COMPENSATION INSURANCE required by Texas law for SunGard Public Sector personnel employed on the Project in the State of Texas.

H) Johnson County, Texas and SunGard Public Sector, Inc. have negotiated the terms of this Agreement. The parties acknowledge and agree that regardless of the provisions of RFP 2014-412 (published by Johnson County, Texas on April 30 2014 and May 7, 2014) and the response by SunGard Public Sector, Inc. dated May 27, 2014, the terms and provisions specifically set forth in this Agreement and approved by SunGard Public Sector, Inc. and by the Commissioners Court of Johnson County, Texas supersedes and prevails over the provisions of any such RFP or response thereto; and, that approval of SunGard Public Sector, Inc.'s response to the RFP does not obviate, negate or supersede this provision.

I) **Payment Bond.** By not later than thirty (30) days after the Execution Date, SunGard Public Sector will furnish Customer with a payment bond in the amount of \$35,000.00 to guarantee the payment of all vendors or providers of goods or services purchased from third parties and for which SunGard Public Sector is acting as a pay agency for Johnson County, Texas. Such payment bond is to be issued by a surety company that is licensed to do business in the State of Texas. The term of such payment bond shall commence on or about the date of receipt of the bond, and shall terminate automatically twelve (12) months later. In addition to all other amounts that Customer is obligated to pay to SunGard Public Sector under this Agreement, Customer will reimburse SunGard Public Sector for the actual premium cost for such payment bond, or any annual renewals thereto, if requested. Such bond premium amount is not included in the amounts provided for in Exhibit 1 and are payable to SunGard Public Sector in addition to, and not in lieu of, all amounts that Customer is otherwise obligated to pay to SunGard Public Sector under this Agreement.

J) At the request of the Johnson County Purchasing Agent or the Johnson County Auditor an officer of SunGard Public Sector, Inc. will execute a document provided by Johnson County specifically declaring that vendors who have delivered or provided goods or services to Johnson County, and in such circumstances as SunGard Public Sector, Inc. is acting as pay agent for Johnson County, have been paid in full for such goods or services.

**EXHIBIT 1**

**Customer:** Johnson County

**Delivery Address:** 204 S. Buffalo Ave., Cleburne, Texas 76033

**SOFTWARE:**

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Computer Aided Dispatch</i>			
5	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE	\$ 13,000.00	2,080.00	7x24
5	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE	5,000.00	800.00	7x24
5	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	7,500.00	1,200.00	7x24
1	CAD-INT-PV1	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00	1,200.00	7x24
		<i>Mobile Computing</i>			
65	MCT-CLIENT-T10	MCT CLIENT - DIGITAL DISPATCH	45,500.00	7,280.00	7x24
65	MCT-MAP-T10	MCT CLIENT - MAPS	6,500.00	1,040.00	7x24
65	MCT-AVL-CLIENT-T10	MCT CLIENT - AVL	6,500.00	1,040.00	7x24
72	MCT-MIS-T8	LAN CLIENT LICENSE FOR MESSAGE SWITCH - for TCIC/NCIC access....6 for CAD, 66 for RMS	14,400.00	2,304.00	7x24
65	MCT-MFR-ACC-T9	MFR CLIENT - ACCIDENT REPORTING	26,000.00	4,160.00	7x24
65	MCT-MFR-ARREST-T10	MFR CLIENT - ARREST	19,500.00	3,120.00	7x24
65	MCT-MFR-OFF-T10	MFR CLIENT - BASE INCIDENT/OFFENSE	52,000.00	8,320.00	7x24
11	MCT-MFR-MBLN-CLIENT-T2	MFR CLIENT- MOBILAN VERSION	4,400.00	704.00	7x24
65	MCT-MFR-CITATION-T10	MFR CLIENT - CITATION	26,000.00	4,160.00	7x24
65	MCT-MFR-RACEPROF-T10	MFR CLIENT - RACIAL PROFILING	13,000.00	2,080.00	7x24
		<i>Records Management System</i>			
66	RMS-AW-T9	ADDITIONAL RMS WORKSTATION LICENSE - EACH	54,780.00	8,764.00	7x24
66	RMS-MAP-AW-T9	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE - EACH	12,540.00	2,006.00	7x24
2	RMS-BAR-CLIENT-T9	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	1,800.00	288.00	7x24
1	JMS-MS DISPLAY-75	MUGSHOT DISPLAY SOFTWARE LICENSE	19,700.00	3,152.00	7x24
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	4,200.00	672.00	7x24
		<i>Freedom</i>			
1	MCT-FREEDOM-SER- SITE	ONESolution FREEDOM Server Site License	3,500.00	560.00	7x24
50	MCT-FREEDOM-PREM	ONESolution FREEDOM Premium - Site License	20,000.00	3,200.00	7x24
		Subtotals	\$ 363,320.00		
1	DISCOUNT	DISCOUNT	\$ (84,955.00)		
1	DISCOUNT	CONTRACT SIGNING DISCOUNT Expires if contract is not fully executed and delivered prior to September 30, 2014.	\$ (23,500.00)		
		<b>TOTAL</b>	<b>\$ 254,865.00</b>	<b>\$ 58,130.00</b>	

**Software Notes:**

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over

and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

5. Customer's right to use the underlying Component Systems is strictly conditioned upon the execution of SunGard Public Sector's Agency Access Agreement by and among SunGard Public Sector, Customer, and Burleson, Texas.

**SERVICES:**

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		<i>CAD Implementation Services</i>						
1	CAD-PROJMGNT	CAD PROJECT MANAGEMENT			\$ 12,320.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					\$ 10,880.00	
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 4,200.00				
1	CAD-INST-ADD	CAD SOFTWARE INSTALLATION - ADD ON Firehouse Interface \$350, Pictometry Interface \$700		1,050.00				
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION - 5 days of service for updating map polygons and labels.						\$ 7,000.00
2	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD Roster Module Training \$640 from Burleson System				\$ 1,280.00		
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING - 3 days of abbreviated CAD Maintenance Training	\$ 3,840.00					
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00					
		<i>MCT Implementation Services</i>						
1	MCT-PROJMGNT	PROJECT MANAGEMENT SERVICES			13,820.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE - \$4,200 Base		4,200.00				
2	MCT-CLIENT-INST	INSTALLATION OF Switch2Switch and MOB LAN Client		2,800.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
1	MCT-SWH-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00				
1	MCT-SWH-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH - Base message switch \$1,400, Switch2Switch \$4,200					5,600.00	
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00				
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00					
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	3,840.00					
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING					2,800.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING -		2,800.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00					
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00					
1	MCT-PGL-TRN	POST GO LIVE TRAINING for MOBILE - follow up training for MCT/MFR train the trainer after "go live".	5,120.00					
		<i>RMS Implementation Services</i>						
1	RMS-PROJMGNT	PROJECT MANAGEMENT FOR RMS			11,560.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					14,920.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING - abbreviated maintenance training	3,840.00					
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00					
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	9,600.00					
1	RMS-AM-INST	ADD-ON RMS SOFTWARE MODULES INSTALLATION CHARGES PER MODULE - BAR CODE INSTALLATION		1,400.00				
1	RMS-PGL-TRN	POST GO LIVE TRAINING for RECORDS MGMT. - follow up training for Records Mgmt. Train the trainer	5,120.00					
		<i>Jail Management Software Services</i>						
1	JMS-ADD-TRN	JMS ADD ON MODULE TRAINING - Mugshot Capture station \$640; Mugshot Display \$640.	1,280.00					
1	JMS-PROF-ADD-OA	ADDITIONAL QA PROFESSIONAL SERVICES - Install of Mugshot capture station - \$1,400		1,400.00				
		<i>Interface related Services</i>						
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES 1.5 days of services for testing and customer assistance once custom interfaces are installed in the Customer's environment					1,820.00	
1	RMS-PROJMGNT	PROJECT MANAGEMENT FOR RMS - Project Mgmt for Interfaces			4,480.00			
		<i>Property and Evidence Bar Coding Hardware</i>						
2	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					1,400.00	
1	TCH-INSTALL-BRCD	Quartermaster Bar Coding Hardware Implementation Services for Bar Coding Hardware					700.00	
		<i>Third Party Hardware, Software and Services</i>						
2	TCH-INSTALL-VM	Implementation Services for Virtualization Software					5,600.00	
3	TCH-PROF-SERV	Technical Professional Service Day Freedom					4,200.00	
1	MCT-PROJMGNT	PROJECT MANAGEMENT SERVICES - FREEDOM			1,280.00			
1	MCT-CLIENT-INST	INSTALLATION OF FREEDOM SERVER		4,200.00				
5	MCT-USER-TRN	MCT USER TRAINING - \$640 x 5 classes	3,200.00					
		<b>TOTAL SERVICES FEE:</b>	\$ 75,520.00	\$ 34,680.00	\$ 43,960.00	\$ 1,280.00	\$ 63,020.00	\$ 7,000.00

Qty	Part #	Custom Modifications	Custom Modification Fee	Improvement Fees (Contract Year 2)	Annual Support Type
		<i>Interfaces</i>			
1	RMS-CUST-MOD	Warrants - RMS Interface to Tyler Tech's Odyssey Court System - Import interface to pull over warrant data into SunGard's Warrant module from Odyssey Court	\$ 7,500.00	\$ 1,200.00	7x24
1	RMS-CUST-MOD	Citations - RMS interface to Tyler Tech's Odyssey Court System - SunGard export of Citations to the Odyssey Court System	10,000.00	1,600.00	7x24
		<b>TOTAL:</b>	\$ 17,500.00	\$ 2,800.00	

Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.
3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.

**PAY AGENCY PRODUCTS:**

Qty.	Part #	Pay Agency Products	Hardware & Software
		<b><i>Property and Evidence Bar Coding Hardware</i></b>	
2	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	\$ 4,691.12
		<b><i>Quartermaster Bar Coding Hardware</i></b>	
1	HWR-QMSTR-HWRKIT	Quartermaster Bar-Coding Kit	2,345.56
		<b><i>Call Taker / Dispatch Workstation</i></b>	
5	HWR-WS-CAD	CAD Dispatch Workstation	7,208.90
5	HWR-MATROX-M9120P	Matrox M9120 Plus LP PCIe x16 Video Card	1,655.55
5	HWR-MATROX-QCBL	Matrox Quad-Monitor Cable	497.20
15	HWR-DELL-22WFP	Dell 22" Widescreen Flat Panel Monitor	2,520.00
5	HWR-DELL-BUP1000	APC Power-Saving Back-UPS Pro 1000	807.10
		<b><i>Third Party Hardware, Software and Services</i></b>	
70	THP-MS-VISIO	Microsoft Visio 2013 Standard Edition	13,571.60
1	HWR-DIGI-TS4	Digi PortServer TS4	419.08
4	HWR-DIGI-CBLS	Digi Network Cable Kit	132.32
1	THP-PAGEGATE	PageGate Network Paging Software	565.00
4	THP-PAGEGATE-CNCTR	PageGate Connector	400.00
		<b>Pay Agency Products Totals</b>	<b>\$ 34,813.43</b>

**Pay Agency Product Notes:**

1. Actual shipping charges are additional and will be due upon delivery.



**SUMMARY OF COSTS**

	Price
Component Systems	\$ 254,865.00
Services (excluding Custom Modifications)	224,830.00
Custom Modifications	17,500.00
Pay Agency Products	34,813.43
<b>Total</b>	<b>\$ 532,008.43</b>
Annual Support (Year 2) (excluding Custom Modifications)	\$ 58,130.00
Annual Support (Year 2) Custom Modifications	\$ 2,800.00

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

**The amounts noted above shall be payable as follows:**

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

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

Custom Modification Fees: 100% on the Execution Date

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

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

Improvements Fees: Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the Second Contract Year. Improvement fees are due thirty (30) days prior to the commencement of Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

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

## DESCRIPTIONS:

Part Number: CAD-CON-T1

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

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Part Number: CAD-MAPD-T1

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

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Part Number: MCT-AVL-CAD-T1

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard OSS's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

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Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

Long Description: SunGard supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD) and CAD Resource Monitor (CRM) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photos of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

\*\*\*Any costs required by Fire Central for this interface are the responsibility of the customer and have not been included in SunGard's pricing.\*\*\*

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Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: 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.

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Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

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

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

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

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site for up to two (2) days when the base CAD System goes live as determined by the project plan.

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Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: 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, install all 3rd party software 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.

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Part Number: CAD-INST-ADD

Description: CAD SOFTWARE INSTALLATION - ADD ON  
.Firehouse Interface \$350, Pictometry Interface \$700

Long Description: SunGard Services for installation of the following CAD module(s): E911 \$700, Paging \$700, Page Gate Interface \$700.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION - 5 days of service for updating map polygons and labels.

Long Description: This service includes: 5 days of services to update map polygons and labels from the existing Burleson system.

**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 for correcting all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible for digitizing 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 to 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.

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Part Number: CAD-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - CAD Roster Module Training \$640 from Burleson System

Long Description: Services provided by SunGard OSSI product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

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Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING - 3 days of abbreviated CAD Maintenance Training

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = 3 days on-site

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.

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Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days plus one (1) day of class preparation.

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Part Number: MCT-CLIENT-T10

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

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Part Number: MCT-MAP-T10

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

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

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Part Number: MCT-AVL-CLIENT-T10

Description: MCT CLIENT - AVL

Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard OSSI's AVL.

---

Part Number: MCT-MIS-T8

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - for TCIC/NCIC access....6 for CAD, 66 for RMS

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard 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

---

Part Number: MCT-MFR-ACC-T9

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: 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.

---

Part Number: MCT-MFR-ARREST-T10

Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

---

Part Number: MCT-MFR-OFF-T10

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense 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.

---

Part Number: MCT-MFR-MBLN-CLIENT-T2

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

---

Part Number: MCT-MFR-CITATION-T10

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

---

Part Number: MCT-MFR-RACEPROF-T10

Description: MFR CLIENT - RACIAL PROFILING

Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

---

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

---

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE - \$4,200 Base

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

---

Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF Switch2Switch and MOBLAN Client

Long Description: Installation of Switch2Switch (\$1,400) and Moblan Client (\$1,400)

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**Part Number: MCT-IMPL**

**Description: MOBILE IMPLEMENTATION SERVICES**

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

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

**All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate.**

---

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

**Description: INSTALLATION OF BASE MESSAGE SWITCH**

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

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

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**Part Number: MCT-SWI-IMPL**

**Description: IMPLEMENTATION OF BASE MESSAGE SWITCH - Base message switch \$1,400, Switch2Switch \$4,200**

**Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.**

**Switch2Switch Implementation - up to 3 days for connecting to other agency's message switch.**

---

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

**Description: AVL INSTALLATION AND TRAINING**

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

---

**Part Number: MCT-MNT-TRN**

**Description: MCT MAINTENANCE TRAINING**

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

---

**Part Number: MFR-MNT-TRN**

**Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING**

**Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 3 days.**

---

**Part Number: MFR-IMPL**

**Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING**

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

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**Part Number: MFR-INST**

**Description: INSTALLATION MOBILE FIELD REPORTING -**

**Long Description: 2 days of QA services to install and configure MFR. Includes install and configuration of add on modules.**

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

**Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING**

**Long Description: Up to Six (6) days of on-site training and assistance plus one day of class preparation designed to prepare agency training staff for conducting MFR User Training. 7 days total.**

---

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

**Description: MCT TRAIN THE TRAINER TRAINING**

**Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.**

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**Part Number: MCT-PGL-TRN**

**Description: POST GO LIVE TRAINING for MOBILE - follow up training for MCT/MFR train the trainer after "go live".**

**Long Description:**

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**Part Number: RMS-AW-T9**

**Description: ADDITIONAL RMS WORKSTATION LICENSE - EACH**

**Long Description: This is for an additional RMS workstation license.**

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**Part Number: RMS-MAP-AW-T9**

**Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE - EACH**

Long Description: 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.

---

Part Number: RMS-BAR-CLIENT-T9

Description: BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION

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

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Part Number: JMS-MS DISPLAY-75

Description: MUGSHOT DISPLAY SOFTWARE LICENSE -

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

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Part Number: JMS-MUG-1

Description: MUGSHOT CAPTURE STATION SOFTWARE

Long Description: 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.

---

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

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

---

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base RMS and P2P 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.

---

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

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

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

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site for up to two (2) days each when the base RMS System goes live as determined by the project plan.

---

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING - abbreviated maintenance training

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. 3 days total.

SunGard OSSI 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 OSSI.

---

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers. 1 day of Prep. 9 days total.

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Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING -

Notifications - \$1280

P2P - \$640 (Tarrant)

Crime Analysis- \$1280

Residential Security Watch - \$640

Calls for Service - \$640 (Tarrant)

Sex Offender - \$640  
Problem Oriented Policing - \$640  
Remote Lineup - \$2,560  
Bar Coding Client - \$1,280

Total = \$9,600

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

Notifications - \$1280  
P2P - \$640 (Tarrant)  
Crime Analysis- \$1280  
Residential Security Watch - \$640  
Calls for Service - \$640 (Tarrant)  
Sex Offender - \$640  
Problem Oriented Policing - \$640  
Remote Lineup - \$2,560  
Bar Coding Client - \$1,280

Total = \$9,600

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Part Number: RMS-AM-INST

Description: ADD-ON RMS SOFTWARE MODULES INSTALLATION CHARGES PER MODULE - BAR CODE INSTALLATION  
Long Description: Installation and setup of any add-on RMS modules that are purchased in addition to the base RMS Product.  
Message switch and mapping related items are not a part of this item.

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Part Number: RMS-PGL-TRN

Description: POST GO LIVE TRAINING for RECORDS MGMT. - follow up training for Records Mgmt. Train the trainer  
Long Description: Training follow up - Post Go Live

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Part Number: JMS-ADD-TRN

Description: JMS ADD ON MODULE TRAINING - Mugshot Capture station \$640; Mugshot Display \$640.  
Long Description: Training for Add-On OSSI JMS Modules to include:

JMS Display \$640.  
Mug shot Display \$640;

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Part Number: JMS-PROF-ADD-QA

Description: ADDITIONAL QA PROFESSIONAL SERVICES - Install of Mugshot capture station - \$1,400  
Long Description: Install of Mug Shot Capture station

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Part Number: RMS-CUST-MOD

Description: Warrants - RMS Interface to Tyler Tech's Odyssey Court System - Import interface to pull over warrant data into SunGard's Warrant module from Odyssey Court  
Long Description: This is a one way import for all new warrants and warrant status updates from the Tyler Odyssey Court System into the warrant module within SunGard's OSSI Records Management System (RMS). The interface utilizes a web service hosted by Tyler Technologies and also a web service hosted by SunGard. Data is in XML formatted messages.

\*\*\*All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.\*\*\*

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Part Number: RMS-CUST-MOD

Description: Citations - RMS Interface to Tyler Tech's Odyssey Court System - SunGard export of Citations to the Odyssey Court System  
Long Description: This interface is a one-way data export of new Citations from the SunGard's Records Management System (RMS) to the Tyler Odyssey Court System. The interface utilizes a web service hosted by SunGard. Data is exported in XML formatted messages when a new citation is entered into OSSI RMS .

\*\*\*All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.\*\*\*

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Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES - 1.5 days of services for testing and customer assistance once custom interfaces are installed in the Customer's environment  
Long Description: 1.5 days of services for testing and customer assistance once custom interfaces are installed in the Customer's environment

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Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS - Project Mgmt for Interfaces  
Long Description: 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.

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Part Number: MCT-FREEDOM-SER- SITE

Price: \$3500

Description: ONESolution FREEDOM Server Site License

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

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Quantity: 50

Part Number: MCT-FREEDOM-PREM

Price: \$20000

Description: ONESolution FREEDOM Premium - Site License

Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

FREEDOM Premium extends core Mobile Dispatch functionality onto the mobile phone or tablets of authorized Agency employees. Accessible anywhere in the field with a 3G signal or better, FREEDOM Premium provides key MCT functions. FREEDOM Premium carries this functionality further including:

- " All of the FREEDOM Base functions
- " BOLO Entry
- " Advanced CAD Query Functions: View Active Advisories, Active BOLO's, Event History Search, Holding Events, My Last 12 Hours of CFS, CAD Phone Directory, Residential Security Checks, SOP's, Out of Service Units, Stolen Vehicle Hot Sheet, RMS Incident Search
- " FireHouse Interface Capable
- " NCIC Query Capable
- " Additional Future Interface Capable
- " AVL Capable

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Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES - FREEDOM

Long Description: 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.

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Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF FREEDOM SERVER

Long Description: INSTALLATION of FREEDOM SERVER

Includes installation, configuration and testing of MCTand MFR modules.

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Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description: 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 = 4 hours.

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

Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA500e Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500e Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

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Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

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

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Part Number: HWR-QMSTR-HWRKIT

Description: Quartermaster Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution



- (1) Unitech PA500e Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500e Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

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Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

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

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Part Number: HWR-WS-CAD

Description: CAD Dispatch Workstation

Long Description: Dell Precision T3600 Mini-Tower

- Genuine Windows® 7 Professional SP1, No Media, 64-bit
- Intel® Xeon® Processor E5-1603 (Four Core 2.8GHz, 10M)
- 8GB (4x2GB), DDR3 UDIMM Memory, 1600MHz, Non-ECC
- 250GB, 10K RPM 3.5" SATA 6Gb/s Hard Drive
- 512 MB, NVIDIA® Quadro® NVS 310, 2 DP (2 DP-DVI adapters)
- Integrated Ethernet NIC
- 8X DVD-ROM SATA
- Dell Dell AX210 Speakers
- Dell USB Keyboard and Optical Mouse w/Scroll
- 3 Year ProSupport and 3 Year NBD Onsite Service

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Part Number: HWR-MATROX-M9120P

Description: Matrox M9120 Plus LP PCIe x16 Video Card

Long Description: Matrox M9120 Plus LP PCIe x16 Video Card with 512MB of graphics memory to be used for CAD Workstations with 2 digital or 3-4 analog monitors\*. This card requires an available PCI Express expansion slot. Compatible with both Low Profile and Full Height configurations.

\* A 3-4 analog monitor configuration requires the optional Quad-Monitor upgrade cable (PN: CAB-L60-4XAF)

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Part Number: HWR-MATROX-QCBL

Description: Matrox Quad-Monitor Cable

Long Description: Matrox Quad-Monitor upgrade cable (analog).

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Part Number: HWR-DELL-22WFP

Description: Dell 22" Widescreen Flat Panel Monitor

Long Description: Dell Professional E2211H 21.5-inch Widescreen Flat Panel Monitor with Tilt/Pivot/Swivel/Height Adjustable Stand and 3 Year Warranty.

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Part Number: HWR-DELL-BUP1000

Description: APC Power-Saving Back-UPS Pro 1000

Long Description: Workstation class UPS for use with the CAD dispatch/calltaker workstation by APC®.

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Part Number: TCH-INSTALL-VM

Description: Implementation Services for Virtualization Software

Long Description: SunGard's VMware Implementation Services include:

- Server Hardware Configuration and Initialization
- Installation and configuration of VMware Host software
- Installation and configuration of Windows Server Guest software
- Hardware Ownership Transfer

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

---

Part Number: TCH-PROF-SERV

Description: Technical Professional Service Day

Long Description: Professional services for implementation and/or configuration of third party hardware and/or software in support of SunGard's application software. This may include final setup and configuration of the SunGard application software.

All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate.

---

Part Number: THP-MS-VISIO

Description: Microsoft Visio 2013 Standard Edition

Long Description: Visio 2013 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the SunGard Accident Wizard module.

Currently SunGard only supports Visio 2010 with the Accident Wizard module. Since only Visio 2013 licenses are available at this

time, customers should use the Microsoft Downgrade Rights Program to acquire the Visio 2010 installation media for use with our products.

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**Part Number: HWR-DIGI-TS4**

**Description: Digi PortServer TS4**

**Long Description: The Digi PortServer TS4 is used to convert the ANI/ALI serial connection to Ethernet. This allows the virtualization of the Services Workstation/Utility Server and maintain ANI/ALI functionality.**

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**Part Number: HWR-DIGI-CBLS**

**Description: Digi Network Cable Kit**

**Long Description: Digi TS Cable Adapter Evaluation Kit\***

- (1) DB9 Female Crossover
- (1) DB25 Male Crossover
- (1) DB25 Female Crossover
- (1) DB25 Male Straight through
- (1) DB9 M Straight through
- (1) DB25 Male printer adapter

\* 1 kit is required for each serial connection.

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**Part Number: THP-PAGEGATE**

**Description: PageGate Network Paging Software**

**Long Description: PageGate Software is a third party product provided by NotePage, Inc., that allows for multiple paging service providers to be used with SunGard's ONESolution CAD Paging Module. This package includes a 5,000 users license and the command Line ASCII Front End.**

The Customer is responsible for the following:

- Providing a Com Port with modem and a dedicated phone line
- Paging providers must support TAPI protocol
- Obtain paging service from one or more providers
- Obtain the access numbers for sending alpha pages to the different paging providers
- Verifying TAPI protocol support from all page providers
- Build and configure all pagers inside of PageGate
- Build and configure pagers with units in CAD
- Consideration to group paging should be considered to reduce paging time

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

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**Part Number: THP-PAGEGATE-CNCTR**

**Description: PageGate Connector**

**Long Description: Additional Connector Software for PageGate. Additional Connectors are recommended for customers that have more than 10 page recipients. One connector should be added for every 10 users on the system.**

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (address ranges are required)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

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

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## GENERAL PROJECT CONDITIONS SUPPLEMENT

### 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. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

**Infrastructure Overview.**

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system. Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

**PAY AGENT SUPPLEMENT**

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY.
  - (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. **EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

## DATA ACCESS SUBSCRIPTION SUPPLEMENT

## **1. Additional Definitions.**

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

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

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

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

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

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

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

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

avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

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

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

**5. User Responsibilities.**

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



- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
  - e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).
- 6. Agency Database Sharing.** As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

## SOFTWARE MAINTENANCE SUPPLEMENT

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

### 1. Additional Definitions.

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

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

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

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

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

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

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

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

### 2. Services.

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

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom

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

3. Payment and Taxes.

a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

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

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Any late charges assessed against Johnson County will be determined and assessed according to Texas law applicable to county government entities and as set forth in Section 18 (l) of the Agreement.

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

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the remainder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the

Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

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

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

7. LIMITATIONS OF LIABILITY.

A) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR, EXCEPT AS PROVIDED IN SECTION 9, INDEMNITY BY SUNGARD PUBLIC SECTOR, AND ALSO TO THE EXTENT NOT PROHIBITED BY LAW, SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED ONE AND ONE-HALF (1.5) TIMES THE TOTAL SUPPORT SERVICES FEES AS PROVIDED IN EXHIBIT 1.

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

**Appendix 1  
TO THE SOFTWARE MAINTENANCE SUPPLEMENT**

**Maintenance Standards**

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

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

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

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

## AGENCY ACCESS SUPPLEMENT

### AGENCY ACCESS AGREEMENT

Whereas, Burleson, Texas ("Customer") and SunGard Public Sector Inc. ("SunGard Public Sector") entered into that certain Software License and Services Agreement dated October 15, 2008 ("Licensee Agreement"); and

Whereas, Johnson County, Texas ("Accessor") desires to obtain access to and a limited right of use Software licensed by Customer under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector has granted Customer permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

#### ALL SOFTWARE APPLICATIONS UNDER THE CUSTOMER AGREEMENT

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Customer and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of SunGard Public Sector. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

4. Obligations of SunGard Public Sector, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Customer's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

## EXHIBIT 2

### SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

**AIR TRAVEL** – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

#### MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

**EXHIBIT 3**

**FUNCTIONAL SPECIFICATIONS**

This Exhibit 3 is solely intended to give a description of the functionality and features provided in the Baseline Component System software as delivered pursuant to the terms of the warranty provide in Section 7(a) of this Software License and Services Agreement. Notwithstanding anything to the contrary, for those functional requirements with qualifying comments by SunGard Public Sector, functionality and features are only warranted to the extent qualified by such comments.

<INSERT FUNCTIONAL SPECIFICATIONS>



### EXHIBT 3

	hard copies and electronically.
System Administrator Training	Delivery of the System classroom instruction to the designated system administrators.
Training Database	Creation of data in the training database to support practice exercises.

### X. Software Specifications

Instructions for responding: For each item listed below enter the appropriate letter response as follows:

- C = Comply with specification
- N= Do not comply with specification
- E= Exception taken to specification

For each exception taken a full explanation should be provided on separate sheet.

1.0	REQUIREMENTS DESCRIPTION			
	<b>General Software Specifications</b>			
1.1	Vendor shall have been in business at least twenty consecutive years (If not, state how many)	X		
1.2	Vendor must have Software installed in at least fifty sites. (If not, state how many)	X		
1.3	Software must operate in a Hosted, Subscription, or Purchase environment.	X		
1.4	The site administrator shall be able to organize users into specific groups and set different access permissions for each group.	X		
1.5	The system logon shall include a unique operator ID code, which will allow the user to access the system to their assigned security level.	X		
1.6	Software support must be available 24 hours a day, 7 days per week, 365 days per year.	X		
1.7	Software must provide a menu-based query report writer to create custom reports from data throughout all modules desired.	X		
1.8	All data fields used within the query report writer must be identified in "English language" form and not in database field name form.	X		
1.9	The ability to save recurring queries must be included.	X		
1.10	Must include a Master Names database and allow for the ability to merge names and occurrences together.	X		
1.11	Must include a Master Image database that allows for the easy retrieval of images that were scanned or imported from a file or directly from a digital camera.	X		
1.12	Master Image database must allow for images to be searched by specific identifiers (height, weight, hair color, eye color, facial hair etc...)	X		
1.13	Must provide unsolicited statistical data on the Desktop screen through a selectable list of Snapshots.	X		

1.14	Provides for entry & retrieval of Contacts / Business Directory	X		
1.15	Provides for entry & retrieval of Warrants	X		
2.0	Computer Aided Dispatch Software	X	X	X
2.1	Call input screen shall contain at a minimum:	-		
2.1A	Date / Time call received	X		
2.1B	User ID	X		
2.1C	Incident location, building, apartment #, suite #, name of business, and city.	X		
2.1D	Telephone number of caller and location of caller if different than incident location.	X		
2.1E	Event Category and Subcategory	X		
2.1F	Priority of call	X		
2.1G	Person's name, address, home telephone number, DOB, race, sex, SSN and OLN.	X		
2.1H	Vehicle License Number, State, Expiration Year, Type, VIN, Make, Model and Color	X		
2.2	Ability to recommend dispatcher procedures from the CAD screen.	X		
2.3	Ability to maintain information on any person, vehicle, address or combination with an ALERT feature when a call is entered at that address or the person or vehicle is associated to the call.	X		
2.4	CAD must maintain an audit trail of user activity.	X		
2.5	Users must be able to enter commands via mouse click, command line, configurable function keys or configurable shortcut button.	X		
2.6	CAD must alert users to possible warrant match.	X		
2.7	System must include an easy-to-use report writer for obtaining call for service information.	X		
2.8	If the unit status is changed during the event, the system will automatically document the record with the date, time, and user ID.	X		
2.9	Shall include the capability to notify the dispatcher via audible and visual alerts of overdue status, alarms, pending calls, or new calls.	X		
2.10	If Response Templates are configured, dispatchers must be able to easily substitute another available unit for the CAD recommended unit.	X		
2.11	Street Intersection (streets can be entered in any order)	X		
2.12	Software must allow for color coding of unit status	X		
2.13	Software must support Agency configured unit statuses.	X		
2.14	Software must have the ability to recommend tow companies on a rotation basis.	X		
2.15	Software must be easily configurable from the CAD screen without disruption of activity or need to restart/reboot the system.	X		
2.16	The dispatcher must have the ability to easily log officers on or off duty and to assign them to units.	X		
2.17	The dispatcher must have the ability to obtain employee information from the CAD software (DSN, Name, Address, Phone Numbers, Pager Numbers, Department employed by, Division and Rank).	X		

2.18	System must provide a list of possible street name matches as each successive letter is typed.	X		
2.19	System must automatically determine the sector and jurisdiction based on a verified location.	X		
2.20	Must have the ability to enter multiple vehicles and persons associated to the call for service	X		
2.21	Administrators must have the option to add user defined fields and/or reconfigure the CAD screen layout.	X		
2.22	Command line must offer the ability to turn on or off auto complete for commands, suggestion list based command entry and the ability to filter suggestion list values. Must also have the ability to turn on or off error messages for inaccurate command entry, display of suggested commands and clearing of erroneous data.		X	
2.23	Through configuration, CAD must have the ability to show specific location information at a minimum: fire hydrants, latitude and longitude, intersecting streets, low and high cross streets, map coordinates, cell tower, common place name, building name, street alias, landing zone.	X		
2.24	CAD must have the ability to interact with any open incident from the command line without having to change the current screen view.	X		
2.25	CAD must have the ability to associate a vehicle and person to the event.	X		
2.26	CAD must have the ability to change the unit's status via the command line without removing them from their current duty status.	X		
2.27	Must have the ability to search by address, person, vehicle entered into the CAD software from the command line or search screen.	X		
2.28	Must offer the ability to customize printable report layouts and query any field configured in the CAD software.	X		
2.29	Must have the ability to email a customizable report to each agency on incident send or close and be based on the category of call.	X		
2.30	Must offer browser based live view of CAD for all agencies that are dispatched for to view and print their own statistical reports.	X		
2.31	CAD must be able to operate over low bandwidth (3G minimum) cellular connection in the event that the agency's internet is not available.	X		
2.32	Must have the ability to interface with NCIC and associate responses to the event as well as send NCIC response to the mobile unit assigned to call.	X		
2.33	Must have E 911 interface that will automatically create a new event.	X		
2.34	CAD must have the ability to display on multiple monitors utilizing configurable workstation profiles to allow different data to be displayed at the administrator's discretion.	X		
3.0	<del>Mobile Computing Software</del>	<del>X</del>	<del>X</del>	<del>X</del>
3.1	Mobile software must not require a separate message switch application to connect the Hosted software to in-vehicle computers.	X		

3.2	CAD mobile must allow for calls to be dispatched electronically without voice communication (silent dispatch) from the dispatcher to the in-vehicle computer using a configurable command.	X		
3.3	Messages received silently from a configured CAD command must be displayed in a standard display window and include: incident location, caller information, category of call, dispatcher notes and prior history of the address.	X		
3.4	Officers in vehicle must be able to acknowledge a silent dispatch with a single keystroke or touch screen.	X		
3.5	Via configuration option, the system must be able to provide visual and audible alerts to advise an officer of each new silent dispatch.	X		
3.6	CAD mobile must provide for non-voice acknowledgements of calls received and status changes generated from the in-vehicle computer.	X		
3.7	Messages received via mobile software must be displayed on the CAD screen, time stamped and archived for easy recall.	X		
3.8	All unit status colors must automatically match those in CAD.	X		
3.9	The following status transmissions must be received silently by CAD from the in-vehicle software: Acknowledge Dispatch, Arrived on Scene, Clear from Scene/In Service, Out of Service, and Officer in Need of Aid.	X		
4.0	Dispatch Map (show as optional pricing)	C	N	E
4.1	Map must be fully integrated into the software platform and not operate as a separate stand-alone system.	X		
4.2	The map data must be that of the agency and use ESRI shape files.	X		
4.3	Agency will be responsible for maintaining the map data.	X		
4.4	Map must plot calls from CAD to matching addresses on the map with the type of call, address of call and officer/s assigned.	X		
4.5	Map must have the ability to plot addresses and coordinates	X		
4.6	Map must allow a radius to be drawn around a specific point and show distance from point.	X		
4.7	Map must open within the vendors software and allow for custom queries to plot data on the map for analysis	X		
4.8	Map must allow for any number of layers to be shown or removed.	X		
4.9	Map must allow for bookmarks (favorites) to be saved and easily accessed for display	X		
4.10	Map must have ability to show the entire map on the screen	X		
4.11	Map must be capable of showing AVL if agency decides to add that feature at a later date along with the ability to show AVL playback for all vehicles at a given date and time range or individually selected vehicles.	X		
4.12	Map must have the ability to show or remove individual CAD events through user interaction.	X		
4.13	Map must have the ability to zoom in or out on a user selected area of the map.	X		

**EXHIBIT 4**

**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MBDD/YYYY)  
04/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTRACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (866) 283-7122 <b>FAX (A/C No.):</b> (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> SunGard Capital Corp. Its Companies & Subsidiaries 680 East Swedesford Road Wayne PA 19087 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A:	Charter Oak Fire Ins Co 25615
	INSURER B:	The Travelers Indemnity Co. 25658
	INSURER C:	The Phoenix Insurance Company 25623
	INSURER D:	Travelers Property Cas Co of America 25674
	INSURER E:	National Union Fire Ins Co of Pittsburgh 19445
INSURER F:		

Holder Identifier :

COVERAGES     CERTIFICATE NUMBER: 57005360472     REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.     Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		66000923415	05/01/2014	05/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Total Aggregate per policy \$10,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TJ-CAP-8045X05A-TIL-14	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible \$2,500
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		20562504	05/01/2014	05/01/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ASSESSOR EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TRJUB8045X04814 (AZ, MA, WI) TC2HUB8045X01214 (AOS)	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C		N/A		05/01/2014	05/01/2015	

Certificate No : 57005360472

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SunGard Capital Corp. Its Companies & Subsidiaries, 680 E. Swedesford Road Wayne PA 19087 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc</i>
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ACORD 25 (2014/01)

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