SUNGARD® PUBLIC SECTOR
LOCAL GOVERNMENT

CONFIDENTIAL

Code	Cust#	Customer	Contract #	Applicaton	Qty	11/1/13-10/31/14	11/1/14-10/31/15
BRY2	1162LG	City of Bryan	9301010	QRep Administrator -	2	$ 662.00	$ 681.86
BRY2	1162LG	City of Bryan	9301010	QRep End User	10	$ 3,310.00	$ 3,409.30
BRY2	1162LG	City of Bryan	9900874	QRep End User	15	$ 4,965.00	$ 5,113.95
BRY2	1162LG	City of Bryan	9712045	Retrofit Modification Option	80	$ 700.00	$ 800.00
BRY2	1162LG	City of Bryan	20030076	QRep End User	10	$ 3,310.00	$ 3,409.30
BRY2	1162LG	City of Bryan	20041373	NAVI - Continuing Property Records	1	$ 1,760.93	$ 1,813.76
BRY2	1162LG	City of Bryan	20041373	NAVI-DMS - Document Management Services	1	$ 1,076.71	$ 1,109.01
BRY2	1162LG	City of Bryan	20041373	NAVI-Fleet Management	1	$ 6,142.03	$ 6,326.29
BRY2	1162LG	City of Bryan	20041373	Naviline Special Assessments	1	$ 816.82	$ 841.32
BRY2	1162LG	City of Bryan	20041373	NAVI - Loans Module	1	$ 2,588.35	$ 2,666.00
BRY2	1162LG	City of Bryan	20041373	NAVI - WorkOrders/Fac Mgmt.	1	$ 7,616.54	$ 7,845.04
BRY2	1162LG	City of Bryan	111103	ONESolution - Land Management	1	$ 2,325.60	$ 2,395.37
BRY2	1162LG	City of Bryan	111103	OneSolution Permitting	1	$ 5,365.20	$ 5,526.16
BRY2	1162LG	City of Bryan	111103	OneSolution Code Compliance	1	$ 2,692.80	$ 2,773.58
BRY2	1162LG	City of Bryan	111103	OneSolution Business Account Management	1	$ 2,876.40	$ 2,962.69
BRY2	1162LG	City of Bryan	111103	OneSolution - Planning, Engineering & Zoning	1	$ 2,876.40	$ 2,962.69
BRY2	1162LG	City of Bryan	111103	OneSolution Cash Receipting	1	$ 1,795.20	$ 1,849.06
BRY2	1162LG	City of Bryan	111103	ONESolution General Ledger	1	$ 6,120.00	$ 6,303.60
BRY2	1162LG	City of Bryan	111103	OneSolution Job/Project Ledger	1	$ 2,692.80	$ 2,773.58
BRY2	1162LG	City of Bryan	111103	OneSolution Budget Item Detail	1	$ 897.60	$ 924.53
BRY2	1162LG	City of Bryan	111103	ONESolution Accounts Payable w/Bank Recon	1	$ 2,529.60	$ 2,605.49
BRY2	1162LG	City of Bryan	111103	ONESolution - Click, Drag & Drill	1	$ 1,081.20	$ 1,113.64
BRY2	1162LG	City of Bryan	111103	ONESolution - Fixed Assets	1	$ 2,162.40	$ 2,227.27
BRY2	1162LG	City of Bryan	111103	ONESolution - Accounts Receivable	1	$ 2,162.40	$ 2,227.27
BRY2	1162LG	City of Bryan	111103	ONESolution - Purchasing	1	$ 3,060.00	$ 3,151.80
BRY2	1162LG	City of Bryan	111103	OneSolution Stores Inventory	1	$ 2,978.40	$ 3,067.75
BRY2	1162LG	City of Bryan	111103	ONESolution - Payroll	1	$ 4,671.60	$ 4,811.75
BRY2	1162LG	City of Bryan	111103	OneSolution Position Budgeting	1	$ 897.60	$ 924.53
BRY2	1162LG	City of Bryan	111103	ONESolution - Human Resources	1	$ 4,222.80	$ 4,349.48
BRY2	1162LG	City of Bryan	111103	ONESolution - Easy Laser Forms	1	$ 816.00	$ 840.48
BRY2	1162LG	City of Bryan	111103	ONESolution Documents OnLine	1	$ 2,080.80	$ 2,143.22
BRY2	1162LG	City of Bryan	20060606	GTG - Looking Glass Viewer	5	$ 1,843.60	$ 1,898.91
BRY2	1162LG	City of Bryan	20060606	Looking Glass - Centralized Address Manager	1	$ 2,212.30	$ 2,278.67
					Total	**$ 91,309.08**	**$ 94,127.35**

NOTES: **A 3% increase has been applied to support for 2014-2015.**

AGREEMENT FOR H.T.E.,INC. LICENSED PROGRAMS

This Agreement for Licensed Programs (the "Agreement") is made as of the later of the dates set forth opposite the executions appearing at the end of this Agreement, by and between:

H.T.E., INC. (H.T.E.), a Florida Corporation, with its principal place of business at 390 North Orange Ave., Suite 2000, Orlando, FL 32801

AND

CITY OF BRYAN

("Customer"), a TEXAS Home-Rule Municipal Corporation (TLW), with its principal place of business at 2200 Fountain Ave., Bryan, TX 77803 77801 (TLW)

H.T.E. and the Customer agree that when this Agreement is signed by the Customer and accepted by H.T.E., the following terms and conditions will apply to any Licensed Program Materials (as defined below) offered under this Agreement when ordered by the Customer and the order is accepted as provided herein. Under these terms and conditions, H.T.E. will (1) furnish such Licensed Programs to the Customer, (2) furnish Licensed Optional Materials (as defined below) in support of such Licensed Programs (3) grant to the Customer a non-transferable and non-exclusive license in the United States and Puerto Rico to use the Licensed Program Materials, and (4) provide program services, all as described herein. The Customer agrees with respect to the Licensed Programs to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their installation, (3) their use, and (4) the results obtained therefrom. The Customer also has the responsibility for the selection of use of, and results obtained from, any other programs, programming, equipment, or services used with the Licensed Programs.

Specific Licensed Program Materials may be ordered under this Agreement by (1) a supplement to this Agreement (the "Supplement") signed by the Customer, (2) a written order, specifying the Licensed Program Materials and the designated Machine (as defined below), signed by the Customer, or (3) such other ordering procedure as shall be designated by H.T.E. for the specific Licensed Program Materials. H.T.E. will accept any such order under this Agreement by providing the Customer a Supplement specifying the supplemental terms applicable to such Licensed Program Materials. Upon receipt of the Supplement by the Customer, H.T.E. shall thereby grant a non-transferable and non-exclusive license in the United States and Puerto Rico for Licensed Program Materials subject to the terms and conditions of this Agreement. Use of the Licensed Program Materials or the first payment of charges due hereunder, whichever first occurs following receipt of the Supplement, will constitute the Customer's acceptance of the supplemental terms specified in the Supplement. Any terms which this Agreement states are to be specified by H.T.E. for a Licensed Program and/or related Licensed Optional Materials will be stated in the Supplement for that Licensed Program.

I. DEFINITIONS

1.01. The term "Licensed Program" shall mean a licensed data processing program or set of programs or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and/or licensed data base consisting of a systematized collection of data in machine readable form and any related licensed materials such as, but not limited to, flow charts, logic diagrams and listing provided for use in connection with the program.

1.02. The term "Licensed Optional Materials" shall mean any machine readable or printed material not included in the Licensed Program and which is designated by H.T.E. as available under license to Customers who have licensed the program to which such optional materials relate.

1.03. The term "Licensed Program Materials" shall mean both the Licensed Optional Materials and Licensed Program.

1.04. The term "Machine" shall mean that machine, or machines as the case may be, designated in an applicable Supplement.

1.05. The term "Restricted Materials" shall mean any Licensed Program Materials which are labeled "Restricted Materials of H.T.E.."

1.06. The term "use" shall mean copying any portion of the Licensed Program Materials into a machine and/or transmitting them to a machine for processing of the machine instructions, statements or data contained in such materials.

II. LICENSE

2.01. General. Each license granted under this Agreement authorizes the Customer to:

a. Use the Licensed Program in machine readable form on the Machine or Machines and in conjunction therewith to store the Licensed Program Materials in, transmit them through or display them on, units associated with the Machine;

b. Utilize the Licensed Program Materials in printed form in support of the use of the Licensed Program; and/or

c. Copy or translate the Licensed Program Materials in machine readable form into any machine readable or printed form to provide sufficient copies to support the Customer's use of the Licensed Program as authorized under this Agreement. Licensed Program Materials provided by H.T.E. in printed form, microfiche or other non-machine readable form may not be copied. Additional copies may be obtained under license from H.T.E. at the charges then in effect.

With respect to Restricted Materials, the authorizations granted under the preceding paragraphs of this section are limited solely to the following purposes:

a. Making modifications to the Customer's products and/or programs so that they will function with the Licensed Programs to which the Restricted Materials apply;

b. Making modifications, subject to the provisions of the section entitled "Permission to Modify," to the Licensed Programs to which the Restricted Materials apply; and/or

4.02. **Commencement and Invoicing of Charges.** Periodic charges will commence on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program by H.T.E. if there is no testing period, except as set forth below in this sub-section. Charges for a partial month's use will be prorated based on a thirty (30) day month. Other periodic charges will not be prorated and are not refundable in whole or in part. Periodic charges will be invoiced in advance.

Unless otherwise specified by H.T.E., one time charges, initial charges and Licensed Optional Material charges will be due on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program Materials by H.T.E. if there is no testing period, or if such period has expired, except as set forth below in this sub-section.

For additional licenses for which the Customer has elected to make copies pursuant to the section entitled "Additional Licenses" and for which there is no testing period, periodic charges will be due upon the effective date for additional license designated in the Supplement.

Process charges will be due upon receipt by the Customer of the Licensed Program Materials to which such charges apply and are not refundable even if the Customer discontinues the Licensed Program prior to or during the testing period.

Payment will be made as stated in the invoice, to the address of the principal place of business of H.T.E. as stated above, or to such other address as may be stated in the invoice.

4.03. **Applicable Taxes.** In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based on H.T.E.'s net income.

4.04. **Price Changes.** Periodic charges are subject to change by H.T.E. upon thirty (30) days written notice to the Customer. Any changes in periodic charges become effective on the first day of the period which commences on or after the effective date specified in the written notice to Customer.

Initial charges, one-time charges, process or upgrade charges, and charges for Licensed Optional Materials are subject to change without prior notice except that such charges shall not be increased if, prior to the date of the notice, (i) the Licensed Program Materials had been shipped by H.T.E., or (ii) the Customer had copied Licensed Program Materials pursuant to the subsection entitled "Additional Licenses." In addition, if the Customer's written order was received by H.T.E. prior to the announcement of such increase in charges, such charges shall not be increased if, within one (1) month after the date of notice, shipment of the Licensed Program Materials occurs or the Customer copies Licensed Program Materials pursuant to the subsection entitled "Additional Licenses."

If charges are increased for any Licensed Program Materials, the Customer may discontinue them in accordance with the provisions of this Agreement; otherwise, the new charges will become effective.

V. SHIPMENT

The estimated shipment date for the Licensed Programs will be specified by H.T.E. H.T.E. does not, however, represent or warrant that such shipment date will be met.

H.T.E. will notify the Customer of the type of program storage media required for shipment. Unless returnable or disposable media are used, the program storage media must be provided by Customer or ordered from H.T.E. at the applicable charge. Except when otherwise specified by H.T.E., the Licensed Program Materials will be shipped to the Customer without shipping charge. Any special shipment requested by the Customer will be at Customer's expense, unless otherwise specified by H.T.E..

VI. RISK OF LOSS

If Licensed Program Materials are lost or damaged during shipment from H.T.E., H.T.E. will replace them and program storage media at no additional charge to the Customer.

If Licensed Program Materials are lost or damaged while in the possession of the Customer, H.T.E. will replace them at the applicable charges to the Customer, if any, for processing, distribution, and/or program storage media.

VII. LICENSED PROGRAM TESTING

For each Licensed Program, H.T.E. will specify the testing period, if any, during the Licensed Program will be made available for non-productive use. The purpose of the testing period is to permit the Customer to determine whether the Licensed Program functions selected by the Customer operate together and to assist the Customer in determining whether the Licensed Program meets the Customer's requirements. The testing period will begin ten (10) days after shipment of the Licensed Program by H.T.E., or on the effective date for the additional license, unless otherwise specified.

The Customer may discontinue the Licensed Program, upon written notice effective immediately, at any time during the testing period, in which event periodic charges, one-time charges, initial charges, upgrade and Licensed Optional Materials charges will not be due. Process charges, however, will be payable and charges for shipment of the Licensed Program Materials will not be refunded. Unless such notice of discontinuance is given, the Customer will be deemed, at the end of the testing period, to have decided to retain the Licensed Program under the provisions of this Agreement.

In the event that the Licensed Program is used for productive purposes during the testing period, the Customer will notify H.T.E. and the testing period will be deemed to have ended as of the date upon which the Customer commences productive use.

Subsequent releases, if any, of the Licensed Program, which have the same program number, will be made available to the Customer for productive use and/or test on the designated Machine while the Customer continues productive use of a previous release on that Machine and pays applicable charges therefore. The Customer has the right to decide whether to install any such release or continue use of a previous release having given due regard to the provisions of the sections entitled "Program Services" and "Patent and Copyright Indemnity."

In the event of discontinuance of the Licensed Program and subsequent re-ordering of the same Licensed Program for the same machine there will be no testing period for the subsequent license.

VIII. PROGRAM SERVICES

For each Licensed Program, H.T.E. will specify the type(s) and period(s) of program services, if any, to be provided without additional charge for a current release of the Licensed Program. Program services will commence at the beginning of the Licensed Program testing period or, if there is no testing period for that license, when periodic charges commence or other charges are due. Program services will be subject to the provisions of the section entitled "Specified Operating Environment."

8.01. **Types of Service**

a. Central Service—When Central Service is specified, H.T.E. will provide a service location which will accept documentation, in a format prescribed by H.T.E., indicating that a problem is caused by a defect in the Licensed Program. H.T.E. will respond to a defect in the unaltered portion of a current release of the Licensed Program by issuing defect correction information (such as correction documentation), corrected code, notice of availability of corrected code, or a restriction or a bypass. Unless Local Service is also specified for the Licensed Program, the Customer will be responsible for the preparation and submission of [illegible]

XII. WARRANTY

Each Licensed Program which is designated in a Supplement as warranted will conform, when shipped to the Customer, to the Licensed Program Specifications which are in effect for that Licensed Program at that time, provided the Licensed Program is properly used in a Specified Operating Environment. If the Customer believes that there is a defect in a Licensed Program such that it does not meet its Licensed Program Specifications, the Customer must notify H.T.E. while program services are available for the program. H.T.E. does not warrant that the functions contained in a Licensed Program will meet the Customer's requirements or will operate in the combinations which may be selected for use by the Customer or that the operation of the Licensed Program will be uninterrupted or error free or that all program defects will be corrected.

All other Licensed Programs will be distributed on an "AS IS" and WITH ALL FAULTS" basis without warranty of any kind either express or implied.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XIII. SPECIFIED OPERATING ENVIRONMENT

Each Licensed Program is designated to operate on one or more designated Machine types and, in most instances, in conjunction with other designated equipment and programs. The Licensed Program Specifications for each warranted Licensed Program will state the environment in which the Licented Program is designated to operate. For Licensed Programs distributed on an "AS IS" basis, the Specified Operating Environment will be stated in a notice of availability of the Licensed Program.

Program services for a Licensed Program used in other than a Specified Operating Environment are subject to limitations occasioned by the differences between the Specified Operating Environment and the Customer's operating environment and by the extent of the local H.T.E. representative's knowledge of the Customer's equipment and programs. Such program services will be subject to the following conditions:

1. When performing Local Service or Local Assistance, H.T.E.'s obligation is limited to having the local H.T.E. representative apply a reasonable effort to provide program services as described in the applicable portion of the section entitled "Program Services." Furthermore, the local H.T.E. representative will only be expected to operate a Machine designated in the Supplement. H.T.E. will have the right to charge for any additional effort required to perform these program services.

2. Central Service will only respond to defects which will occur when Central Service operates the Licensed Program in a Specified Operating Environment.

XIV. LIMITATION OF REMEDIES

H.T.E.'s entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of Licensed Programs furnished under this Agreement, the Customer's remedy is (1) the correction by H.T.E. of Licensed Program defects, or (2) if, after repeated efforts, H.T.E. is unable to make the Licensed Program operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

For any other claim concerning performance or nonperformance by H.T.E. pursuant to, or in any other way related to, the subject matter of this Agreement and any Supplement hereto, the Customer shall be entitled to recover actual damages to the limits set forth in this section.

H.T.E.'s liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to an amount equal to the one-time charge paid for, or any charges which would be due for twelve (12) months' use of, the Licensed Program that caused the damages or that is the subject matter of, or is directly related to, the cause of action. Such charges shall be those in effect when the cause of action arose and shall include any initial or process charges paid to H.T.E.. This limitation of liability will not apply to claims for copyright infringement (or) for personal injury or damage to real or tangible personal property caused by H.T.E.'s negligence. OR (TM)

In no event will H.T.E. be liable for any damages arising from performance or non-performance of the Licensed Program during the Licensed Program testing period or for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits, lost savings or other consequential damages, even if H.T.E. has been advised of the possibility of such damages, or for any claim against the Customer by any other party except as provided in the section entitled "Patent and Copyright Indemnity."

XV. PATENT AND COPYRIGHT INDEMNITY

H.T.E. will, at its expense, defend the Customer against any claim that Licensed Program Materials supplied hereunder infringe a patent or copyright in the United States or Puerto Rico and, subject to the limitation of liability set forth in the section entitled "Limitation of Remedies," H.T.E. will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

1. give H.T.E. prompt written notice of any such claim; and

2. allow H.T.E. to control, and fully cooperate with H.T.E. in the defense and all related settlement negotiations. However, if the damages attributable to a claim of infringement of a patent in the United States or Puerto Rico may exceed such limitation of liability, the Customer may elect to defend against the claim provided that H.T.E. may fully participate in the defense and/or agrees to any settlement of such claim.

The Customer agrees to allow H.T.E., at H.T.E.'s option and expense, if such claim has occurred or in H.T.E.'s judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program Materials or to replace or to modify them so that they become non-infringing; and, if neither of the foregoing alternatives is available on terms which are reasonable in H.T.E.'s judgment, upon written request, the Customer will return the Licensed Program Materials to H.T.E.; and, for Licensed Programs whose total charges are fully paid, the Customer may receive a credit as established by H.T.E..

H.T.E. shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program Materials or their combination, operation or use with data or programs not furnished by H.T.E. or in other than the Specified Operating Environment. This section states H.T.E.'s entire obligation to the Customer regarding infringement or the like.

XVI. RETURN OR DESTRUCTION OF LICENSED PROGRAM MATERIALS

Within one (1) month after the date of discontinuance of any licenses granted hereunder, unless the requirement is waived by H.T.E., the Customer will certify in writing to H.T.E. that through the Customer's best effort, and to the best of the Customer's knowledge, the original and all copies of the Licensed Program Materials received from H.T.E. or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations or compilations or partial copies within modifications, derivative works and updated works, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein. Upon prior written authorization from H.T.E., however, the Customer may retain a copy for archival purposes only.

The requirement to return or destroy will apply to a licensed data base; it will not apply to individual pieces of data obtained by Customer

SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS
BY AND BETWEEN H.T.E., INC. (H.T.E.)
AND City of Bryan (the "Customer")

I. Licensed Program Specifications and Specified Operating Environment

AS/400 Occupational Licenses

II. Licensed Optional Materials (if any):

N/A

III. DSLO License: [applicable] [not applicable]

IV. Designated Machine.

N/A

V. Charges (as indicated by checking applicable box):

[X] One Time Charge: $_____ payable as follows:

See Schedule A

[ ] Upgrade Charge: $ N/A

[ ] Periodic Charge: $ N/A payable [monthly] [quarterly] [semi-annual] [annual]

[ ] Initial Charge: $ N/A

[ ] Process Charge: $ N/A

[ ] DSLO Charge: $ N/A

[ ] Program Storage Media Charge: $ N/A

[ ] Special Services Charge: $ N/A

VI. Estimated Shipment Date:

To be determined after contract execution.

VII. Shipping Charge payable by [H.T.E.] [Customer].
Special Shipping Charge payable by [H.T.E.] [Customer].

Headquarters:
One duPont Centre, Suite 2000, 390 N. Orange Ave., Orlando, FL 32801 ♦ (407) 841-3235

Application Solutions for Government

SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. and CITY OF BRYAN

SCHEDULE A

PRODUCT	CONTRACT TOTAL	DUE UPON CONTRACT EXECUTION	DUE AS INCURRED
Occupational Licenses	$ 25,000.00	$ 25,000.00	$
*Training - 88 hours	N/C		N/C
Conversion/Integration Fees Est. 112 hours at $85/hour; due as incurred.	9,520.00		9,520.00
	$ 34,520.00	$ 25,000.00	$ 9,520.00

*If contract is signed by June 30, 1993 there will be no charge for up to 88 hours of training. Additional training will be invoiced as incurred at $85.00 per hours.

Provided that all materials are provided to HTE in a timely manner and with the City of Bryan's co-operationation HTE will have the integration and conversion completed in time for the City to "Go Live" by October 1, 1993.

Actual reasonable travel and living expenses are in addition to the prices quoted for the applications.

It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour.

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

Prices quoted above will be honored through June 30, 1993.

Headquarters:
One duPont Centre, Suite 2000, 390 N. Orange Ave., Orlando, FL 32801 • (407) 841-3235

Application Solutions for Government

SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS
BY AND BETWEEN H.T.E., INC. and CITY OF BRYAN
SCHEDULE A

PRODUCT	CONTRACT TOTAL	DUE UPON CONTRACT EXECUTION	DUE AS INCURRED
Purchasing/Inventory	$ 25,000.00	$ 25,000.00	$
*Training - 88 hours	N/C		N/C
**Conversion/Integration Fees Est. 112 hours at $85/hour; due as incurred.	9,520.00		9,520.00
	$ 34,520.00	$ 25,000.00	$ 9,520.00

*If contract is signed by June 30, 1993 there will be no charge for up to 88 hours of training. Additional training will be invoiced as incurred at $85.00 per hours.

**Conversion/Integration Fees:
Data Conversion:
-Convert the vendor file data to HTE system.
-Assign new 7 digit vendor numbers to existing vendors and maintain a cross reference file of the HTE vendor number and the APS vendor number. Use the APS vendor number for any P.O. transaction generated for pick up by the APS system.
-Create a query that will list all vendors on the HTE system that do not have an APS vendor number (new vendors added to the HTE system not on APS).
-Load NIGP class and item codes into HTE commodity/subcommodity file. (HTE will provide commodity/subcommodity codes similar to NIGP at no charge).

It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour.

Interface:
-HTE will create transaction records for P.O.s and issues from the inventory. These transactions will be created each day as when a user selects the accounting reports option off of the HTE period end menu. City of Bryan will be responsible for retrieving these records and updating them into their current main frame accounting system. Transactions will be created according to the layout specifications sent to HTE by Loyd Deen. Only P. O. and issue transactions will be interfaced.

Miscellaneous:
-HTE will provide a modification to allow the per cent markup on issues from the inventory to be determined by the account number entered for the issue. This will include a maintenance program so these percentages and accounts can be easily maintained.
-HTE will provide assistance in setting up a query so work order issues data can be selected and transferred to a PC for further manipulation.

Provided that all materials are provided to HTE in a timely manner and with the City of Bryan's co-operationation HTE will have the integration and conversion completed in time for the City to "Go Live" by October 1, 1993.

Actual reasonable travel and living expenses are in addition to the prices quoted for the applications.

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

Prices quoted above will be honored through June 30, 1993.

The Request For Proposals (RFP) is to be construed as a part of the Agreement.

AMENDMENT FOR H.T.E., INC. LICENSE & SERVICE AGREEMENT

HARDWARE PURCHASE AGREEMENT

This Hardware Agreement is an amendment to the H.T.E., INC. LICENSE & SERVICE AGREEMENT dated June 30, 1993 between H.T.E., Inc. (HTE) and City of Bryan, Texas (Customer).

I. HARDWARE

HTE shall sell to Customer and Customer shall buy from HTE the Hardware listed on the Schedule(s), under the terms and conditions contained herein. Customer may not cancel or modify any order for Hardware described on the Schedule(s) without the prior written consent of HTE.

II. SYSTEMS SOFTWARE

Customer shall receive a license to use the systems software (the "Systems Software") that is provided by the Manufacturer to operate the Hardware and is more fully described on the attached Schedule(s), and title to the Systems Software shall remain with the Manufacturer. Customer agrees to protect the Systems Software, which is and shall remain proprietary to the Manufacturer, in accordance with the Manufacturer's instructions.

III. INSTALLATION

Customer shall contract with the Manufacturer's Services Officer to arrange for the upgrade and installation of the Hardware listed in the Schedule(s) and shall be responsible for all necessary site preparations prior to and during the installation of the Hardware in accordance with HTE and Manufacturer's instructions. Such site preparations may include, but are not limited to, provisions of electric power requirements, the installation of all required data and power cabling, and the provision of sufficient furniture and flooring for the Hardware.

Customer shall bear any costs or penalties incurred by HTE as a result of Customer's failure to provide adequate facilities for installation as per HTE and Manufacturer's instructions or as a result of Customer's failure to accept delivery of the Hardware. However, in no event shall any delays in such site preparations by the Customer negate the payment terms as provided for in the Schedule(s) to this Hardware Agreement.

In the event that the Customer makes any changes to the Hardware order (i.e. Hardware configuration, delivery date, Customer Facility location, etc.) which results in increased prices from the Manufacturer or the imposition of late order charges/penalties by the Manufacturer, Customer shall reimburse HTE for such changes/penalties or increase in cost at the time of those charges. Additionally, any Hardware deposits received by HTE from the Customer will be retained by HTE if HTE is required to return the Hardware to the Manufacturer due to any reason that is not the fault of HTE.

Customer agrees to grant access to the Manufacturer and/or HTE as needed, to install mandatory engineering changes, order features, or model conversions to the Hardware.

In conjunction with the installation of the Hardware, HTE will provide Customer with one (1) copy of each of the Manufacturer's hardware manuals which have been provided by Manufacturer without charge to HTE.

IV. DELIVERY

Delivery dates are approximate and any delivery schedule provided is estimated only and presented in good faith by HTE. HTE will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Hardware.

Customer will pay all installation, set-up, rigging, draying, insurance and shipping charges (F.O.B. place of manufacture). It is the responsibility of Customer, upon receipt, to inspect the Hardware and to note any damage or missing items on the freight bills.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with the Hardware are specified in the attached Schedule(s). Amounts payable to HTE as specified are payable in full without setoff or deduction. In addition to the Purchase Price and all other charges required to be paid by Customer, Customer shall pay sums equal to all taxes (including, without limitation, sales, use privilege, ad valorem or excise taxes) however designated, levied or based on amounts payable to HTE hereunder or on Customer's use or possession of the Hardware pursuant to this Hardware Agreement, but exclusive of United States federal, state, and local taxes based on the net income of HTE. Customer shall not deduct from payments to HTE any amounts paid or payable to third parties for taxes, however designated.

VI. MAINTENANCE

Maintenance is not provided under the terms of this Hardware Agreement. Unless otherwise provided for herein, it shall be Customer's responsibility to keep and maintain the equipment in good operating order, and to provide for the maintenance of the Hardware. HTE has advised Customer that maintenance is available from the Manufacturer and other third parties and that securing proper maintenance is essential to the proper functioning of the Hardware and perhaps to the continuation of warranty coverage. HTE makes no claims as to the reputability of any third party maintenance vendors.

VII. WARRANTIES

HTE is not the manufacturer of the Hardware, and therefore makes no warranties, express or implied, concerning the Hardware and Systems Software. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the Hardware or Systems Software shall be or be deemed to be a warranty or representation by HTE for any purpose, nor give rise to any liability or obligation of HTE whatsoever, and the provisions of any

Manufacturer's agreement with HTE setting out the Manufacturer's warranty and service responsibilities together with all limitations thereon and exclusions therefrom are incorporated into and made a part of the Hardware Agreement. Upon full payment of the Purchase Price, HTE shall provide for Customer to receive any and all Manufacturer's warranties in connection with the Hardware and Systems Software and all rights to make claim for breach of warranty which are or may be available with respect to the Hardware and Systems Software and all rights to make claim to the Hardware and Systems Software, to the extent allowed by the Manufacturer. Customer understands that the warranties provided under this Hardware Agreement may commence upon availability of the Hardware for delivery, shipment from the Manufacturer, date of installation or upon a specified period following shipment from the Manufacturer (depending upon the Manufacturer).

HTE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HARDWARE AND SYSTEMS SOFTWARE, AND EXPRESSLY DISCLAIMS THE SAME. SPECIFICALLY, HTE DOES NOT WARRANT THE DESIGN OR CONDITION OF THE HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE HARDWARE OR CONFORMITY OF THE HARDWARE TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO.

VIII. LIMITATIONS OF LIABILITY

Except for HTE's obligations to indemnify the Customer under infringement actions and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence, HTE's liability for damages to the Customer for any cause whatsoever under this Hardware Agreement, regardless of the form of action, is limited to the greater of $100,000.00 or the charges (if recurring, 12 months' actual charges apply), for the product that is the subject of the claim. HTE shall not be liable for any damages caused by delay in shipment, installation, or furnishing of Hardware, Systems Software, or services under this Hardware Agreement and, in no event shall HTE be liable for any consequential damages, including lost profits, savings or reprocurement costs, even if HTE has been advised of their possibility. Any claims or matters related to any liability under this paragraph or any other provision of this Hardware Agreement shall be directed solely to the Manufacturer of the Hardware or Systems Software.

IX. TITLE- SECURITY INTEREST

The title and the risk of loss shall pass to Customer on delivery to the carrier at Manufacturer's facility unless otherwise noted in the applicable Schedule(s). HTE may, however, reserve a purchase money security interest in the Hardware, to secure any unpaid portion of the Purchase Price. A copy of this Hardware Agreement may be filed on behalf of HTE with appropriate state authorities at any time after signature by Customer as a financing statement in order to protect its security interest in the Hardware. Until such time as the Purchase Price and all other charges specified herein are paid in full, Customer shall:

a) Maintain the Hardware in good operating condition.

b) Keep the Hardware free from liens and encumbrances.

c) Not permit use of the Hardware in any manner likely to be injurious to the Hardware.

d) Not remove or permit removal from its original location or make or permit any alterations without the prior consent of HTE.

e) Keep HTE advised of the location of the Hardware, and permit HTE to inspect the Hardware at all reasonable times.

f) Procure and maintain fire, extended coverage, vandalism, and malicious mischief insurance to the full insurable value of the Hardware, with loss payable to HTE and Customer as their interest shall appear.

X. LEGAL FEES AND WAIVER

In the event of any legal action brought by HTE for breach of this Hardware Agreement, HTE shall be entitled to reimbursement by Customer of all costs, expenses, and legal fees incurred in obtaining a remedy to the Customer's breach, including an appeal. Failure of HTE to enforce the breach of any portion of this Hardware Agreement by Customer from time to time shall not constitute a waiver of such right in respect to the same or any other breach.

XI. COMPLIANCE WITH LAWS

Customer shall comply with and conform to all local, municipal, state and federal laws relating to the operation of the Hardware.

XII. MISCELLANEOUS

Severability. In case any one or more of the provisions contained in this Hardware Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby.

Successors Bound. The terms and conditions of this Hardware Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE, including shareholders in liquidation.

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

ACCEPTED BY:

CITY OF BRYAN, TEXAS		H.T.E., INC.	
By:		By:	
Mayor	4-8-97	Susan D. Falotico Vice President/Controller/ Chief Accounting Officer	3/2897
Title	Date	Title	Date

ATTEST:

City Secretary

SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT BY AND BETWEEN H.T.E., INC. AND CITY OF BRYAN
SCHEDULE B - HARDWARE PRICING SUMMARY AND PAYMENT SCHEDULE
CONTRACT NO. HTE-BRYA-9703032

This Supplement is to the Original HTE INC, LICENSED PROGRAMS AGREEMENT dated June 30, 1993, between H.T.E., INC. (HTE), and CITY OF BRYAN (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

PAYMENT SCHEDULE ITEM	TOTAL CONTRACT	DUE UPON CONTRACT EXECUTION	DUE AS INCURRED/ DELIVERED*
AS/400 System Hardware	$ 222,749.19	$ 111,374.60	$ 111,374.60
AS/400 System Software	106,229.35	53,114.68	53,114.68
Network	550.80	275.40	275.40
Installation	9,856.00	4,928.00	4,928.00
Training	0.00		0.00
HTE Support Line Services*	3,500.00		3,500.00
HTE Network Support Line Services*	1,500.00		1,500.00
HARDWARE TOTALS	$ 344,385.34	$ 169,692.67	$ 174,692.67

Footnotes
*Fees for HTE Support Line Services are due 90 days after installation of the AS/400.

Prices
Prices quoted above are per the attached Investment Summary and are firm for 90 days from the date of this proposal. Prices are subject to change on orders, or portions of orders, that are not placed within this 90 day period.

Travel and Living Expenses
Actual and reasonable travel and living expenses are in addition to the prices quoted for the applications and will be invoiced as incurred.

Warranty and Maintenance
Unless otherwise stated Customer shall enter into separate purchase of maintenance agreements with each individual hardware supplier for the equipment. Warranty and maintenance offerings from HTE for its Program Products do not apply to any hardware supplied under this Schedule.

Prices quoted above will be honored through March 31, 1997.

CITY OF BRYAN, TEXAS

BY

Mayor 4-8-97
Title Date

H.T.E., INC.

BY
Susan D. Falotico
Vice President/Controller/
Chief Accounting Officer 3/28/97
Title Date

BRYANC1.XLS
3/28/97

ATTEST:

Mary Lynne Stubblefield
City Secretary

HTE System Hardware / Software
Investment Summary

City of Bryan, Texas
Purchase of New AS/400-510
3/24/97

Description	Extended Cost	Discount	Net Cost	Maintenance Annual [1]
AS/400 System Hardware	$274,999.00	$52,250.00	$222,749.19	$12,875.00
AS/400 System Software	$130,860.00	$24,630.84	$106,229.35	$0.00
Network	$550.80	$0.00	$550.80	N/A
Installation	$9,856.00	$0.00	$9,856.00	N/A
Training	$0.00	$0.00	$0.00	N/A
HTE AS/400 Support Line Services				$3,500.00
HTE Network Support Line Services				$1,500.00
System Total	**$416,265.80**	**$76,880.84**	**$339,385.34**	**$17,875.00**

[1] The Maintenance Fees shown are for informational purposes only. Maintenance fees are payable directly to the Manufacturer or other party providing the maintenance services. Please do not include these maintenance fees in any purchase orders or payments sent to HTE.

**Note:* System configurations and sizing are based on information contained in the RFP. HTE reserves the right to make changes to the final configuration based on further discussion and/or an on-site analysis. Prices stated are valid for 90 days from the proposal submission date. If applicable, the prices for IBM products and services are subject to change and are submitted for your information only. The terms and policies of the IBM Corporation govern any portion of this proposal relating to IBM products and services.

Date 3/24/97

City of Bryan
Purchase of New AS/400 9406-510
System Hardware/Software Pricing

Time 3:44 PM

System Hardware

Description		Unit Price	Extended Price	Discount 19%		Annual Maintenance	Warranty Period
AS/400 9406-510 2143 77.7 CPW/21.5 RPR Processor 512Mb of Memory 25.5Gb of Disk Storage (19.6Gb with RAID-5) 2.5Gb 1/4-Inch Tape Drive Base CD-ROM Ethernet Adapter Twinaxial Controller ASCII Workstation Controller Integrated FAX Adapter Three Communication Lines (2 V.24 & 1 V.35) 16 Disk Unit Storage Expansion System Unit Expansion Tower Backup Tape - Preload Software		$225,736.00	$225,736.00	$42,889.84	$182,846.16	$9,240.00	12 months
ASCII Workstation Controller Cables	6	$75.00	$450.00	$85.50	$364.50	N/A	N/A
3570-B01 Magstar Tape System with AutoLoader, 20 Tapes, 1 Clearner Cartridge, and 2 Magazines		$16,205.00	$16,205.00	$3,078.95	$13,126.05	$1,200.00	12 months
3489-V43 Infowindow (color system console)	1	$1,635.00	$1,635.00	$310.65	$1,324.35	$131.00	36 months
4312-001 12ppm Network Laser Printer	3	$1,599.00	$4,797.00	$911.43	$3,885.57	$110.00	12 months
4161 Network Card for Ethernet	3	$399.00	$1,197.00	$227.43	$969.57	$0.00	12 months
4304 4Mb Memory Upgrade	3	$139.00	$417.00	$79.23	$337.77	$0.00	12 months

System Hardware

Description	Qty	Unit Price	Extended Price	Discount 19%		Annual Maintenance	Warranty Period
6400-012 1200 lpm Line Printer, ASCII		$11,595.00	$11,595.00	$2,203.05	$9,391.95	$1,788.00	90 days
4840 IGP Printronix Emulation	1	$995.00	$995.00	$189.05	$805.95	$264.00	90 days
7852-40Z IBM V.34 Data/FAX External Modem		$446.00	$446.00	$84.74	$361.26	$46.00	12 months
9910-B50 Unity/I 5.0 UPS		$6,300.00	$6,300.00	$1,197.00	$5,103.00	$48.00	12 months
6612 Battery Pack	2	$2,613.00	$5,226.00	$992.94	$4,233.06	$48.00	12 months
System Hardware Total			**$274,999.00**	**$52,250.00**	**$222,749.19**	**$12,875.00**	

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System Software

Description	Qty	Number of Users	Extended Price	Discount 19%	Net Cost	Warranty Period
5716-SS1 Operating System/400		100	$84,000.00	$15,960.00	$68,040.00	90 days
2289 PSF FAX Feature			$495.00	$94.05	$400.95	90 days
2368 Media Storage Extension Feature			$995.00	$189.05	$805.95	90 days
3012 Basic OTC PSF 46+ IPM			$5,995.00	$1,139.05	$4,855.95	90 days
5716-XA1 Client Access/400 [1]		100	$0.00	$0.00	$0.00	90 days
5716-PW1 Application Development Toolset/400		N/A	$12,500.00	$2,375.00	$10,125.00	90 days
5716-QU1 Query/400		N/A	$0.00	$0.00	$0.00	90 days
5716-ST1 DB2/400 QRYMGR & SQL		N/A	$0.00	$0.00	$0.00	90 days
5716-RG1 ILE RPG/400		N/A	$12,000.00	$2,280.00	$9,720.00	90 days
5716-BR1 Backup Recovery Media OS/400		N/A	$2,700.00	$513.00	$2,187.00	90 days
for 50 Tape Media		N/A	$1,750.00	$332.50	$1,417.50	90 days
5716-PT1 Performance Tools/400		N/A	$7,200.00	$1,368.00	$5,832.00	90 days
5755-AS4 AS/400 Program Group		N/A	$1,225.00	$0.00	$1,225.00	90 days

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System Software (cont'd)

Description	Number of Users	Extended Price	Discount 19%		Warranty Period
5798-TBK V3R7 Early Planning Package	N/A	$0.00	$0.00	$0.00	90 days
5798-TAY Facsimile Support OS/400 V3	N/A	$2,000.00	$380.00	$1,620.00	90 days
System Software Total		**$130,860.00**	**$24,630.84**	**$106,229.35**	
CICS to RISC Upgrade Assistance Installation [2]		**$2,700.00**	**$0.00**	**$2,700.00**	
System Transition and System Installation [2]		**$7,000.00**	**$0.00**	**$7,000.00**	

[1] Customer will assume responsibility for installing Client Access updates to PC Workstations.

[2] Installation and/or training prices do not include travel and living expenses. Actual travel and living expenses for installation and/or training trips will be re-billed to the customer.

OfficeVision/400 and Language Dictionaries have not been included in the System Software based on the assumption that the City of Bryan will utilize the HTE interface to Microsoft Word, as the word processor to be used, for document creation from the HTE applications.

Eleven days of technical training/installation have been included in the Application Software portion of the HTE proposal
The information below shows the items of work to be done:

AS/400 System Technical Training/Installation - 11 Days - Statement of work:

* Load any additional IBM system software on the AS/400
* Connect the AS/400 system printer
* Adjust the AS/400 system performance parameters
* Setup IBM/HTE ECS communication links
* Load HTE application software
* Initialize HTE Menu Driver application on the AS/400
* Load and Configure HTE/GUI on the AS/400
* Physically connect the AS/400 LAN adapter to the cabling system
  Connection directly into Token-ring MAU, Ethernet HUB or wall plate
* Configure LAN adapter on the AS/400
  Create line and controller descriptions, etc. on the AS/400
  Set up of up to 6 local workstations or PC workstations for training/implementation purposes -
  The workstations/PCs that are set up are to provide connection to the AS/400 for initial training/implementation purposes only and may not be the final configuration that is eventually used in the LAN environment.
* Perform a complete system backup
* Follow-up instruction of the system administrator, and customer staff of up to four people, on the use of the AS/400 functions necessary for operation -
  This training assumes a "train the trainer" approach and is expected to be presented to all of the individuals being trained at the same time,
* Setup and follow-up training on HTE Menu Driver.
* Set-up of Cash Register Systems
* Set-up of Bar-Code Scanning equipment.
* Additional system training on topics desired by the customer as time allows.
* It is anticipated that the work above will take up to **ELEVEN DAYS**, If it is completed in less time, any time remaining can be used as desired by the customer.
  Note: for estimation and planning purposes a "day" is 7-8 hours of work performed, not necessarily actual calendar days.
* AS/400 Installation does not include setting up LAN operating systems, configuring Personal Computers LAN, etc. other that described above.

Date 3/24/97

Time 3:44 PM

City of Bryan
Purchase of New AS/400-510
Network Pricing

Hardware Description	it ce	Extended Price	Discount		Annual Maintenance	Warranty Period
Lexmark Network Print Server	$430.80	$430.80	$0.00	$430.80	N/A	N/A
Ethernet AUI Transceiver (UTP RJ-45)	$120.00	$120.00	$0.00	$120.00	N/A	N/A
Network Hardware Total	**$550.80**	**$550.80**	**$0.00**	**$550.80**	**N/A**	**N/A**
Network Installation [1,2]	**$156.00**	**$156.00**	**$0.00**	**$156.00**	**N/A**	**N/A**

[1] Network installation costs are for services listed within this proposal. Any additional installation services outside of this proposal are billable at $156 per hour.

[2] Installation and/or training prices do not include travel and living expenses. Actual travel and living expenses for installation and/or training trips will be re-billed to the customer.

5755-AS4 System Program Order

Feature	Description	Quantity	One Time Charge
0029	IR Media Charge -- Base		
2101	Operating System/400 (SS1)		
2104	OfficeVision for OS/400 (WP1)		
2105	Language Dictionies OS/400 (DCT)	1	
2108	Query for OS/400 (QU1)	1	
2111	DB2 Query Manager & SQL Development Kit OS/400 (ST1)		
2112	ILE RPG for OS/400 (RG1)	1	
2121	Backup and Recovery Media Services OS/400 (BR1)		
2125	Performance Tools for OS/400 (PT1)		
2126	Application Development Toolset for OS/400 (PW1)	1	
2129	TCP/IP Utilities (SS1)		
2156	Performance Manager for OS/400 (SS1)	1	
2180	Client Access for OS/400 (XA1)	1	
2181	DOS with Extended Memory (XA1)		
2182	OS/2 1.3 (XA1)		
2183	DOS (XA1)	1	
2184	Windows 3.1 (XA1)	1	
2186	Optimized for OS/2 (XA1)	1	
2196	Windows 95 Client (XA1)	1	
2210	Performance Tools Manager H1 (PT1)	1	
2219	Media and Storage Extension (SS1)	1	
2291	Print Services Facility/400 A1 (SS1)	1	
7501	Install Publication DOS with Extended Memory (XA1)	1	
7502	Install Publication OS/2 1.3 5716-XA1	1	
7503	Install Publication DOS 5716-XA1		
7504	Install Publication Windows 3.1 (XA1)		
7507	Install Publication Optimized OS/2 (XA1)		
7512	ILE RPG/400 RPG IV (RG1)	1	
7513	RPG400 - RPGIII - New Customer (RG1)	1	
7516	Application Development Toolset for OS/400 (PW1)	1	

5755-AS4 System Program Order (cont'd)

Feature	Description	Quantity	One Time Charge
7523	Install Publication Windows 95 (XA1)	1	
8441	System Operations and Management (SS1)	1	$296.00
8501	Red Books on CD-ROM	1	$495.00
8505	Hard Copy Diagnostic Aids Manual	1	$359.00
8527	Install Media all on CD-ROM (XA1)	1	$25.00
8528	Client Access Toolkit CD-ROM (XA1)		$50.00
			$1,225.00

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AS/400 Hardware/Software
Technical Support Services

HTE SYSTEM TRAINING / INSTALLATION ASSISTANCE

HTE Technical Services group provides AS/400 installation assistance for new system installations and for AS/400 system upgrades.
HTE will order, track, schedule delivery for the proposed AS/400 system. In addition, HTE will bill and invoice the customer for the proposed AS/400 system and associated peripherals.

An AS/400 consultant / System Engineer will assist with:

- Project Planning / Management to ensure timely and accurate implementation of deliverables
- Provide pre-site planning review
- Perform on-site services such as:
  - installation of IBM Cumulative system software maintenance tapes
  - installation of HTE application software
  - installation of proposed non-IBM and IBM customer set-up equipment
  - define system parameters and devices to the AS/400
  - provide system operations / administration training for up to 3 users

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AS/400 Hardware/Software
Technical Support Services

HTE TECHNICAL SUPPORT LINE

HTE Technical Support Line is an HTE service to help enhance the productivity of AS/400 users and support staff. It is designed to provide customers a single focal point for AS/400 system-related issues. HTE Support Line is available 7 days a week, 24 hours a day. HTE Support is accessible either electronically or by telephone.

The HTE Technical Support Line provides assistance with:

* Usage questions for system software such as OfficeVision/400, Query/400, Rumba/400
* Usage questions for system software integration with HTE applications
* System operator and system administrator usage questions such as responding to messages, security, profiles
* Device set-up and connectivity issues
* System software and hardware upgrade planning
* Assistance with hardware problem notification and management to third party vendors
* System software problem handling and resolution

The HTE Technical Support Line for PC's and Networks provides assistance with:

* General LAN/WAN questions
* Device set-up and connectivity issues
* System operator and system administrator usage questions such as responding to messages, security, profiles
* Usage questions for system software integration with HTE applications
* Assistance with hardware problem notification and management to third party vendors
* Network Operating System assistance configurations and tuning
* Bulletin Board assistance for fixes

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CUSTOMER NO. 1162LG \ BRY2 ; CONTRACT NO. 111103

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Bryan
801 E. 29th Street
Bryan, TX 77840
Phone: (979) 209-5488

(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 February 29, 2012.

City of Bryan, TX

BY: _____

PRINT NAME: Jason P. Bienski

PRINT TITLE: Mayor

DATE SIGNED: March 8, 2012

Approved as to Form

_____
Janis K. Hampton, City Attorney

SunGard Public Sector Inc.

BY: _____

PRINT NAME AND TITLE: James A. Brescia
Vice President, HR

DATE SIGNED: 02-02-2012

Attest for City of Bryan

_____
Mary Lynne Stratta, City Secretary

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

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

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately $700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object 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.

(c) 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.

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

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

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

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

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

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

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

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

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

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

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

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public

Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

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

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

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

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

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

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third

party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

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

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Texas. Venue for any lawsuit arising out of this Agreement shall be in Brazos County, Texas. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

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

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

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

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

EXHIBIT 1

Customer: City of Bryan

Delivery Address: 801 E. 29th Street, Bryan, TX 77840

SOFTWARE

Qty.	Component Systems	License fees	Beta Discount	Net License fees
1	ONESolution Land (OS-LAND)	$ 11,400	$ (11,400)	$ -
1	ONESolution Permitting (OS-BPMT)	$ 26,300	$ (26,300)	$ -
1	ONESolution Code Enforcement (OS-CCMP)	$ 13,200	$ (13,200)	$ -
1	ONESolution Business Management (OS-BAM)	$ 14,100	$ (14,100)	$ -
1	ONESolution Planning & Engineering (OS-PEZ)	$ 14,100	$ (14,100)	$ -
1	ONESolution Cash Receipting (OS-CRCPT)	$ 8,800	$ (8,800)	$ -
1	ONESolution General Ledger (OS-FIN-GL)	$ 30,000	$ (30,000)	$ -
1	ONESolution Job/Project Ledger (OS-FIN-JL)	$ 13,200	$ (13,200)	$ -
1	ONESolution Budget Item Detail (OS-FIN-BD)	$ 4,400	$ (4,400)	$ -
1	ONESolution Accounts Payable w/ Bank Reconciliation (OS-FIN-AP)	$ 12,400	$ (12,400)	$ -
1	ONESolution Click, Drag & Drill (OS-FIN-CDD)	$ 5,300	$ (5,300)	$ -
1	ONESolution Fixed Assets (OS-FIN-FA)	$ 10,600	$ (10,600)	$ -
1	ONESolution Accounts Receivables (OS-FIN-AR)	$ 10,600	$ (10,600)	$ -
1	ONESolution Purchasing (OS-FIN-PO)	$ 15,000	$ (15,000)	$ -
1	ONESolution Stores Inventory (OS-FIN-SI)	$ 14,600	$ (14,600)	$ -
1	ONESolution Payroll (OS-FIN-PY)	$ 22,900	$ (22,900)	$ -
1	ONESolution Position Budgeting (OS-FIN-PB)	$ 4,400	$ (4,400)	$ -
1	ONESolution Human Resources (OS-FIN-HR)	$ 20,700	$ (20,700)	$ -
1	ONESolution Easy Laser Forms (OS-FIN-ELF)	$ 4,000	$ (4,000)	$ -
1	ONESolution Documents Online (OS-FIN-DO)	$ 10,200	$ (10,200)	$ -
	Total:	$ 266,200	$ (266,200)	$ -

SERVICES[1, 2]:

Component Systems	Project Management	Install/Tech Services	Configuration Mapping	Data Conversion	Report Development	Workflow Development	Training	Audit
ONESolution General Ledger (OS-FIN-GL)	$ 7,040	$ 9,600	$ 3,500	$ 10,000	$ 1,300	$ 1,000	$ 2,560	$ 1,6
ONESolution Job/Project Ledger (OS-FIN-JL)			$ 3,500	$ 2,000	$ 2,400	$ 1,000	$ 2,400	$ 1,9
ONESolution Budget Item Detail (OS-FIN-BD)			$ 1,600				$ 1,600	$ 1,0
ONESolution Accounts Payable w/ Bank Reconciliation (OS-FIN-AP)			$ 3,200	$ 1,000	$ 2,000		$ 4,000	$ 2,0
ONESolution Click, Drag & Drill (OS-FIN-CDD)					$ 4,600		$ 1,000	
ONESolution Fixed Assets (OS-FIN-FA)			$ 3,000	$ 1,000	$ 1,500		$ 2,400	$ 1,5
ONESolution Accounts Receivables (OS-FIN-AR)			$ 3,000	$ 1,000	$ 1,500		$ 2,400	$ 1,5
ONESolution Purchasing (OS-FIN-PO)			$ 3,000	$ 1,000	$ 2,000	$ 3,600	$ 2,400	$ 1,6
ONESolution Stores Inventory (OS-FIN-SI)			$ 3,000	$ 1,000	$ 2,000	$ 3,600	$ 2,400	$ 1,6
ONESolution Payroll (OS-FIN-PY)	$ 5,800		$ 6,000	$ 3,000	$ 2,000		$ 2,600	$ 3,2
ONESolution Position Budgeting (OS-FIN-PB)			$ 1,000	$ 1,000			$ 1,600	$ 1,6
ONESolution Human Resources (OS-FIN-HR)			$ 6,000	$ 4,000	$ 3,200		$ 6,000	$ 3,0
ONESolution Easy Laser Forms (OS-FIN-ELF)			$ 2,400					$ 4
ONESolution Documents Online (OS-FIN-DO)			$ 3,000		$ 1,000		$ 2,800	$ 1,6
ONESolution Land (OS-LAND)	$ 3,840	$ 7,000	$ 3,840	$ 3,200			$ 2,560	$ 2
ONESolution Permitting (OS-BPMT)	$ 1,280						$ 1,280	
ONESolution Cash Receipting (OS-CRCPT)	$ 3,840	$ 700	$ 1,280	$ 3,200		$ 6,400	$ 14,080	$ 2
ONESolution Code Enforcement (OS-CCMP)	$ 1,280	$ 700	$ 1,280	$ 3,200			$ 6,400	$ 2
ONESolution Planning & Engineering (OS-PEZ)	$ 2,560	$ 700	$ 1,280	$ 3,200		$ 6,400	$ 7,680	$ 2
ONESolution Business Management (OS-BAM)	$ 2,560	$ 700	$ 1,280	$ 3,200		$ 6,400	$ 7,680	$ 2
Subtotal:	**$ 28,200**	**$ 19,400**	**$ 51,160**	**$ 41,000**	**$ 23,500**	**$ 28,400**	**$ 73,840**	**$ 23,9**
SPS ONESolution Beta Discount:	$ (14,203.29)	$ (9,771.06)	$ (25,767.39)	$ (20,650.17)	$ (11,836.07)	$ (14,304.02)	$ (37,190.46)	$ (12,037.
Grand Total:	**$ 13,997**	**$ 9,629**	**$ 25,393**	**$ 20,350**	**$ 11,664**	**$ 14,096**	**$ 36,650**	**$ 11,8**

Notes to Services Table:

[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 Expense Limitations: For travel and living expenses relating to services provided under this Exhibit 1, SunGard Public Sector and Customer agree to the following provisions which are mutually exclusive:

a) SunGard Public Sector is only entitled to reimbursement of fifty percent (50%) of actual travel and living expenses incurred in providing Customer with services under this Exhibit 1 until "Go-Live" of the Component System(s). As used herein, the term "Go-Live" means Customer's first use of a Component System in a production (and not testing) mode, at which point this provision shall expire automatically as to the Component System.

b) Compliance with SunGard Public Sector's Travel and Expense Reimbursement policy notwithstanding, Customer reserves the right to disallow any reimbursements for alcoholic beverages. Additionally, when SunGard Public Sector's policy allows employees to use frequent flier miles or similar rewards to obtain upgrades for travel and/or lodging expenses, documentation will be provided to Customer upon request showing that the upgrade was at no additional cost.

Except as provided above, all other terms and conditions of section 6(a)(ii) of this Agreement are unchanged.

PAY AGENCY PRODUCTS[1]:

QTY.	PAY AGENCY PRODUCTS	License Fee
1	MKS SysAdmin Toolkit	$ 536
1	MKS Connectivity Suite	$ 375
1	Microfocus COBOL NetExpress - NetExpress Run-Time Bundles	$ 8,160
1	TEST: MKS SysAdmin Toolkit	$ 536
1	TEST: MKS Connectivity Suite	$ 375
1	TEST: Microfocus COBOL Netexpress - NetExpress Run-Time Bundles	$ 2,720
	Total:	$ 12,702

Notes to Pay Agency Products Table:
[1] Actual shipping charges are additional and will be due upon delivery.

SUMMARY OF COSTS:	
License Fees - Pay Agency	$ 12,702
Services	$ 143,640
Total:	$ 156,342

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:

Installation/Tech Services: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Professional Services Fees (includes Configuration mapping, Report Development, Workflow Development, and Audit): On invoice daily, as incurred.

Data Conversion Fees: 100% on the Execution Date

License Fees – Pay Agency: 100% on the Execution Date

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.
Number of Software Supplements Attached: 1

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 SOFTWARE. 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.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

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

("SunGard Public Sector")

AND

City of Bryan
801 E. 29th Street
Bryan, TX 77840
Phone: (979) 209-5488

(for purposes of this Agreement, "Customer")

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

City of Bryan, TX

BY: _____

PRINT NAME: Jason P. Bienski

PRINT TITLE: Mayor

DATE SIGNED: March 8, 2012

SunGard Public Sector Inc.

BY: _____

PRINT NAME AND TITLE: James A. Brescia
Vice President, HR

DATE SIGNED: 02-02-2012

Approved as to form

Janis K. Hampton, City Attorney

Attest for the City of Bryan

Mary Lynne Stratta, City Secretary

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

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

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

2. Additional Definitions.

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

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

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

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

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

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

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

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

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

3. Services.

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

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

(c) Legacy Agreement. Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for all of the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through October 31, 2012 ("Legacy Period"). Customer's maintenance subscription for the Outgoing Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period. Customer's maintenance subscription for the Continuing Legacy Software will continue as part of a renewed and revised agreement.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with the same level of service provided under the Legacy Agreement (but not including New Releases of and Enhancements) for the Outgoing Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems in a production mode.

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

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees by up to five percent (5%) each year. Invoices for fees for Improvements for a Baseline Component System/Custom Modification will be provided at least ninety (90) days prior to the end of each year and such fees for Improvements are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Except as may otherwise be provided in Exhibit 1, Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears, and are due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set

forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

(e) 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.

(f) Annual Appropriation. Any obligations of the Customer under this Agreement are subject to annual appropriation by the City Council.

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

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

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

8. LIMITATIONS OF LIABILITY.

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

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

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

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

EXHIBIT 1

Customer: **City of Bryan, TX**

COMMENCEMENT DATE: November 1, 2011

Qty.	Component Systems	Initial Payment Amount
1	ONESolution Land (OS-LAND)	$ 2,280
1	ONESolution Permitting (OS-BPMT)	$ 5,260
1	ONESolution Code Enforcement (OS-CCMP)	$ 2,640
1	ONESolution Business Management (OS-BAM)	$ 2,820
1	ONESolution Planning & Engineering (OS-PEZ)	$ 2,820
1	ONESolution Cash Receipting (OS-CRCPT)	$ 1,760
1	ONESolution General Ledger (OS-FIN-GL)	$ 6,000
1	ONESolution Job/Project Ledger (OS-FIN-JL)	$ 2,640
1	ONESolution Budget Item Detail (OS-FIN-BD)	$ 880
1	ONESolution Accounts Payable w/ Bank Reconciliation (OS-FIN-AP)	$ 2,480
1	ONESolution Click, Drag & Drill (OS-FIN-CDD)	$ 1,060
1	ONESolution Fixed Assets (OS-FIN-FA)	$ 2,120
1	ONESolution Accounts Receivables (OS-FIN-AR)	$ 2,120
1	ONESolution Purchasing (OS-FIN-PO)	$ 3,000
1	ONESolution Stores Inventory (OS-FIN-SI)	$ 2,920
1	ONESolution Payroll (OS-FIN-PY)	$ 4,580
1	ONESolution Position Budgeting (OS-FIN-PB)	$ 880
1	ONESolution Human Resources (OS-FIN-HR)	$ 4,140
1	ONESolution Easy Laser Forms (OS-FIN-ELF)	$ 800
1	ONESolution Documents Online (OS-FIN-DO)	$ 2,040
	Total:	$ 53,240

QTY.	PAY AGENCY PRODUCTS	Initial Annual Maintenance Fee
1	MKS SysAdmin Toolkit	
1	MKS Connectivity Suite	
1	Microfocus COBOL NetExpress - NetExpress Run-Time Bundles	$ 1,740
1	TEST: MKS SysAdmin Toolkit	
1	TEST: MKS Connectivity Suite	
1	TEST: Microfocus COBOL Netexpress - NetExpress Run-Time Bundles	$ 580
	Total:	$ 2,320

Travel and Expense Limitations: For travel and living expenses which may be incurred in providing Customer with Improvements under this Exhibit 1, SunGard Public Sector and Customer agree to the following provisions which are mutually exclusive:

a) SunGard Public Sector is only entitled to reimbursement of fifty percent (50%) of actual travel and living expenses incurred in providing Customer with Improvements under this Exhibit 1 until "Go-Live" of the Component System(s). As used herein, the term "Go-Live" means Customer's first use of a Component System in a production (and not testing) mode, at which point this provision shall expire automatically as to the Component System.
b) Compliance with SunGard Public Sector's Travel and Expense Reimbursement policy notwithstanding, Customer reserves the right to disallow any reimbursements for alcoholic beverages. Additionally, when SunGard Public Sector's policy allows employees to use frequent flier miles or similar rewards to obtain upgrades for travel and/or lodging expenses, documentation will be provided to Customer upon request showing that the upgrade was at no additional cost.

Except as provided above, all other terms and conditions of section 4(b) of this Agreement are unchanged.

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:

Component System Maintenance: Improvements fees are due as provided under Section 4(a) of this Agreement.

Pay Agency Products Initial Annual Maintenance: Initial annual maintenance fees for Pay Agency Products are due 100% upon the Execution Date. Annual maintenance fees for subsequent terms shall be invoiced by and paid directly to the Vendor.

The Outgoing Legacy Software is identified as follows:

QTY.	APPLICATION	CURRENT FEE
1	IVR - Imaging I/F - Financials	$ 1,134
1	NAVI - Applicant Tracking	$ 6,980
1	Navi - Asset Management II	$ 2,120
1	NAVI-Building Permits	$ 5,260
1	NAVI-Code Enforcement	$ 2,640
1	NAVI - Cash Receipts	$ 1,760
1	NAVI - GMBA w/Extended Reporting	$ 13,060
1	NAVI-Land Management	$ 2,280
1	NAVI-Accounts Receivable	$ 2,120
1	NAVI - Occupational Licenses	$ 2,820
1	NAVI-PURCHASING INVENTORY	$ 5,920
1	NAVI-Payroll/Personnel	$ 5,460
1	NAVI - Planning/Engineering	$ 2,820
14	QRep Catalogs for ATJ,BPJ,CEJ,CPJ,CRJ,FMJ,GMJ,LXJ,MRJ,OLJ,PIJ,PRJ,PZJ,WFJ	$ 4,514
1	Imaging Interface - Community Development	$ 1,279

Applications for which support is terminated effective October 31, 2011

QTY.	APPLICATION	CURRENT FEE
15	GUI Licenses	$ 2,652

The Continuing Legacy Software is identified as follows:

QTY.	APPLICATION	CURRENT FEE
7	Retrofit Modification Option	$ 700
1	NAVI - Continuing Property Records	$ 1,726
1	NAVI-DMS - Document Management Services	$ 1,056
1	NAVI-Fleet Management	$ 6,022
1	Naviline Special Assessments	$ 801
1	NAVI - Loans Module	$ 2,538
1	NAVI - WorkOrders/Fac Mgmt.	$ 7,467

* These items are subject to support fees due under the Legacy Agreement in the amount(s) shown above.

Third Party applications*

QTY.	APPLICATION	CURRENT FEE
2	QRep Administrator -	$ 624
10	QRep End User	$ 3,120
15	QRep End User	$ 4,680
10	QRep End User	$ 3,120
5	GTG - Looking Glass Viewer	$ 1,738
1	Looking Glass - Centralized Address Manager	$ 2,085
2	Cognos - BI Professional (2)	$ 740
12	Cognos - BI Advanced Business Author (12)	$ 2,040

* These item(s) are subject to support fees due under the Legacy Agreement in the amount(s) shown above. **Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (e.g., QRep End User, QRep Administrator, GTG, Web Anonymous, VeriSign Digital Certificate, ACOM) until receipt of effective written notice of termination for the subsequent term.**

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Continental US Local Time excluding holidays ("5x11").

II. **Targeted Response Times**. With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

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

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