CITY OF ROUND ROCK
CONSULTING SERVICES AGREEMENT FOR
UPGRADE OF LAND MANAGEMENT SOFTWARE
WITH RAMUNDSEN PUBLIC SECTOR, LLC

THE STATE OF TEXAS   §
                                    §
CITY OF ROUND ROCK   §   KNOW ALL BY THESE PRESENTS:
                                    §
COUNTY OF WILLIAMSON   §
COUNTY OF TRAVIS

THIS AGREEMENT for services relating to the upgrade of land management software system and related subsystems (the "Agreement"), is made by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City") and RAMUNDSEN PUBLIC SECTOR, LLC ("Ramundsen") as successors in interest to SUNGARD PUBLIC SECTOR LLC, with offices located at 1000 Business Center Drive, Lake Mary, FL 32746 ("SunGard").

RECITALS:

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract for such services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0   DEFINITIONS

A.   **Agreement** means the binding legal contract between City and Ramundsen whereby City is obligated to buy specified services and Ramundsen is obligated to provide same.

B.   **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C.   **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D.   **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United

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States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E.   **Services** mean work performed to meet a demand or effort by Ramundsen to comply with promised delivery dates, specifications, and technical assistance specified in Exhibit A.

F.   **Consultant** means Ramundsen Public Sector or any of its corporate structures, successors or assigns.

2.01   EFFECTIVE DATE, DURATION, AND TERM

This Agreement shall be effective on the date it has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

The initial term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, but in no event later than twelve (12) months from the effective date of this Agreement.

3.01   CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with the terms and conditions contained in Exhibit "A" of this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.   Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01   SCOPE OF WORK

Ramundsen shall provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services and any additional fees related thereto must be negotiated and agreed in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01   CONTRACT AMOUNT

A.   **Payment for Work Performed:**   In consideration for the services to be performed by Ramundsen, City agrees to pay Ramundsen for actual work performed the not-to-exceed sum of **Fifty-Nine Thousand Nine Hundred Twenty and No/100 Dollars ($59,920.00)**, in payment for services and the Scope of Work deliverables as delineated herein and in attached exhibits.

B.   **Reimbursable Expenses:** Ramundsen may be reimbursed for expenses set forth on page six (6) of Exhibit "A," but in no event shall those reimbursements exceed a total of **Five Thousand and No/100 Dollars ($5,000.00).** The reimbursable expenses shall be in addition to the not-to-exceed amount of **$59,920.00** set forth in the above Paragraph A.

6.01   SCOPE OF WORK

For purposes of this Agreement, Ramundsen has issued its Scope of Work for the assignments delineated herein, and such Scope of Work is recited in Exhibit "A." This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Ramundsen shall provide all services and deliverables described under the referenced Scope of Work within the contract term specified herein. Ramundsen's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Ramundsen has been specifically engaged. Ramundsen shall perform its services in accordance with this Agreement and in accordance with the referenced Scope of Work. Ramundsen shall perform its services in a professional and workmanlike manner.

7.01   INVOICES

All invoices shall include, at a minimum, the following information:

A.   Name and address of Ramundsen;

B.   Purchase Order Number;

C.   Description and quantity of items received or services provided; and

D.   Delivery or performance dates.

8.01   NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Ramundsen a written notice of termination at the end of its then-current fiscal year. City believes that sufficient funds can be obtained to pay all amounts due Ramundsen throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. City further agrees that said funds, once successfully appropriated, will be maintained and expended for the expressed purpose of acquiring from Ramundsen the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, City shall immediately notify Ramundsen of such occurrence and the Agreement shall terminate. Should there be any premature termination of this Agreement, City shall be

responsible to pay a) for any services delivered by Ramundsen prior to the notice and b) for all software which has been delivered.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Ramundsen will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Ramundsen may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City if:

A.   There is a bona fide dispute between City and Ramundsen, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or

B.   There is a bona fide dispute between Ramundsen and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C.   The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D.   The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Ramundsen, cancel this Agreement without incurring any liability to Ramundsen if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Ramundsen or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Ramundsen may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Ramundsen's charges.

12.01 ORDERS PLACED WITH ALTERNATE PROVIDERS

If Ramundsen cannot provide the goods as specified, City reserves the right and option to obtain same from another source or supplier(s).

13.01 INSURANCE

Ramundsen shall meet all City of Round Rock Insurance Requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Ramsey Saad
Information Technology Operations Officer
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
(512) 671-2768

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Ramundsen abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Ramundsen agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Ramundsen shall be declared in default of this Agreement if it does any of the following:

A.   Fails to make any payment in full when due;

B.   Fails to fully, timely and faithfully perform any of its material obligations hereunder;

C.   Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D.   Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A.   City will have the right to terminate this Agreement for convenience, by providing Ramundsen with written notice of such termination for convenience at least ninety (30) days prior to the effective date of such termination for convenience. Provided as a strict condition of such right of termination for convenience, City must first remit to Ramundsen payment in full of: (a) all license fee amounts outstanding for the software, (b) all outstanding amounts for all third party products provided by Ramundsen under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of Ramundsen (including for services rendered by Ramundsen, Ramundsen's subcontractors and/or services rendered by third parties for which Ramundsen is facilitating the provision of services to Customer), and (d) all reimbursable expenses incurred by Ramundsen's subcontractors, and all third parties for which Ramundsen is facilitating the provision of products or services to Customer.

B.   In the event of default by one of the parties, the non-defaulting party has the right to terminate this Agreement for cause.

C.   City and Ramundsen may terminate this Agreement at any time for cause or convenience upon mutual agreement of the parties.

18.01 INDEMNIFICATION

Ramundsen shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligent acts or omissions of Ramundsen, or Ramundsen's agents, employees or subcontractors, in the performance of Ramundsen's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Ramundsen (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A.   Ramundsen, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended applicable to, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B.   Ramundsen acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-

152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

A.   When delivered personally to recipient's address as stated in this Agreement; or

B.   Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Ramundsen:

Ramundsen Public Sector
1000 Business Center Drive
Lake Mary, FL 32746
Attention: Legal Counsel

Notice to City:

City Manager		Stephan L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Ramundsen.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between City and Ramundsen with respect to the subject matter hereto. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Ramundsen represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Ramundsen understands and agrees that time is of the essence and that any failure of Ramundsen to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Ramundsen shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Ramundsen's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Ramundsen have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
    Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
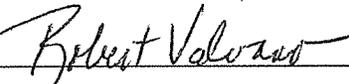   Stephan L. Sheets, City Attorney

Ramundsen Public Sector, LCC

By: *Robert Valvano*
Printed Name: *ROBERT VALVANO*
Title: *CFO*
Date Signed: *2/13/17*

Exhibit A

ORDER

By the signatures of their duly authorized representatives below, the Ramundsen Public Sector, LLC entity identified below ("**SunGard**") as successors in interest to SunGard Public Sector LLC and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below ("**Order Execution Date**").

This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at http://www.sungardps.com/legal-agreements/ ("**SST**") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Ramundsen Public Sector LLC	City of Round Rock, TX
By: _Robert Valvano_	By:
Print Name: _ROBERT VALVANO_	Print Name:
Print Title: _CFO_	Print Title:
Date Signed: _2/13/17_	Date Signed:

CUSTOMER #4429 ____

SUNGARD ORDER # _____

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard TRAKiT

2. **INITIAL TERM: [Perpetual]**

3. **SCOPE OF USE:**

    a. **DESIGNATED LOCATION(s):** 221 East Main Street, Round Rock, TX 78664

    b. **REGION: UNITED STATES**

    c. **COVERED CONFIGURATION**

4.   SERVICES: <u>See Project Cost Supplement</u>

Services Notes:

    1.   Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

5.   PAYMENT TERMS: <u>See Project Cost Supplement</u>

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

8. ADDRESSES:

    a.   CUSTOMER ADDRESS FOR INVOICES: <u>221 East Main Street, Round Rock, TX 78664</u>

    b.   CUSTOMER ADDRESS FOR NOTICES: <u>221 East Main Street, Round Rock, TX 78664</u>

    c.   CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: <u>221 East Main Street, Round Rock, TX 78664</u>

    d.   SUNGARD'S ADDRESS FOR NOTICES:

Ramundsen Public Sector LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

8. LIABILITY CAP: The greater of ten thousand US dollars ($10,000) or the License Fee actually paid by Customer to SunGard under this Order

9. SPECIFIED CONFIGURATION: 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 supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

10. OTHER TERMS APPLICABLE TO THIS ORDER:

- **PROJECT COST SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES**

<INSERT QUOTE>

SUNGARD
PUBLIC SECTOR

Project Cost Supplement, Round Rock, TX

Quote Prepared By:

Tracy Bierman
2036 Corte Del Nogal
Carlsbad, CA 92011
Phone: (858) 451-3030   Fax:
Email: tracy.bierman@sungardps.com

Quote Prepared For:

Chris Collier, GIS Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664
(512) 218-5423

Quote	Date	Valid Until
Q-00021607	12/21/2016	02/28/2017

Professional Services
Services

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
PS-CV	Conversion	Ext Price:	-	-	-	-	-	-	40,600.00	40,600.00
PS-IN	Installation	Ext Price:	-	1,400.00	-	-	-	-	-	1,400.00
PS-PM	Project Management	Ext Price:	14,080.00	-	-	-	-	-	-	14,080.00
PS-TR	Training	Ext Price:	-	-	-	3,840.00	-	-	-	3,840.00
		Totals:	**$14,080.00**	**$1,400.00**	-	**$3,840.00**	-	-	**$40,600.00**	**$59,920.00**

Product & Services

Professional Services:	$59,920.00
Subtotal:	$59,920.00
Total:	$59,920.00

Comments:

The City is interested in upgrading its existing version of TRAKiT(.NET) to TRAKiT9 (100% web based solution.) The City owns 30 concurrent user licenses. This Order has been prepared in response to the City's request.

Please refer to Revised Exhibit 1 (11_7_2016) for Scope of Work. No software configuration changes or software programming is included in this proposal. Additionally, no custom reports, documents, or forms will be delivered as part of the migration. Any additional products and/or services will need to be quoted separately.

SunGard Public Sector

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Order. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Order and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

SunGard Public Sector

Exhibit A

SunGard Standard Terms

These SunGard Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the SunGard company identified on the Order ("**SunGard**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and SunGard entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. **Scope.** Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. **Specified Configuration.** Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with SunGard's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for SunGard to complete the professional services described in Section 6. SunGard is not –responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. **Payments.**

3.1. **:Fees.** Customer shall pay to SunGard the fees stated in the Order, in accordance with the payment terms stated on the Order. SunGard shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to SunGard, except for Disputed Amounts. SunGard may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. **Taxes.** The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("**Taxes**") that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse SunGard for any such Taxes payable or collectable by SunGard.

3.3. **Certain Remedies for Non-payment.** If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which SunGard may have, SunGard may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). SunGard shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. **Warranties, Covenants and Limitations.**

4.1. **Compliance with Laws.** SunGard shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. **No Infringement.** SunGard shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). SunGard shall have no obligation under this Section 4.2 unless Customer promptly gives notice to SunGard within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve SunGard of its liability and obligations under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) and allows SunGard to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, SunGard may at its option and expense:

(a)   modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b)   procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c)   remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to SunGard for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to SunGard with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), SunGard will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that SunGard discovers.

4.4. Exclusion for Unauthorized Actions. SunGard is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.55, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Limitations Cap. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUNGARD FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUNGARD'S BREACH OF SECTION 5.

4.9. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

4.10. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow SunGard to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to SunGard, as and if permitted by SunGard's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), SunGard will use

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commercially reasonable efforts to replace or correct the Third-Party Software without charge. If SunGard complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, SunGard shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not SunGard, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by SunGard. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and SunGard shall have no liability relating to such Open Source Software; provided, however, that SunGard shall be responsible for fixing Errors caused by the Open Source Software to the same extent as SunGard's ongoing support obligations as set forth in Section 8.5 and 9.33 of this Agreement.

4.13. Open Negotiation. Customer and SunGard have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will SunGard be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUNGARD MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between SunGard and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, SunGard shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

(a)   SunGard will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. SunGard will review and test such safeguards on no less than an annual basis.

(b)   If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c)   To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of SunGard in the Solution and Documentation, and disclaim any liability or responsibility of SunGard with respect to such Third Party Users.

5.3. Personal Data. If SunGard processes or otherwise has access to any personal data or personal information on Customer's behalf when performing SunGard's obligations under this Agreement, then: (i) Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and SunGard shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to SunGard so that SunGard may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include SunGard processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for SunGard to provide the Solution and perform its other obligations under this Agreement; and (iii) SunGard shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of SunGard or its licensors, having great commercial value to SunGard or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with SunGard or its licensors, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. SunGard and its Affiliates may freely use Feedback without attribution or the need for SunGard, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with SunGard; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services. .

6.2. Professional Services Fees. Customer shall pay to SunGard the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon SunGard's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse SunGard for reasonable travel, living and other out-of-pocket expenses incurred by SunGard personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by SunGard. Reimbursable expenses shall be incurred by SunGard personnel in accordance with SunGard's then current per diem travel expense guidelines, a copy of which will be included in the Order. SunGard shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for SunGard to perform its obligations under this Agreement, Customer shall provide to SunGard access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with SunGard in its performance hereunder, all as reasonably necessary for SunGard to perform its obligations under this Agreement.

6.5. Professional Services Warranty. SunGard warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. SunGard shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, SunGard receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 6.5 is to remedy the breach and re-perform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While SunGard personnel are performing services at Customer's site, SunGard will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to SunGard in writing and in advance. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of SunGard's performing Professional Services, Customer may, from time to time, provide SunGard with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to SunGard a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for SunGard, SunGard's Affiliates and SunGard's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to SunGard for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to SunGard all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to SunGard certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. SunGard shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If SunGard provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify SunGard so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within SunGard's network, SunGard may suspend access to the Solution without advance notice if SunGard reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that SunGard will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to SunGard by communications link or in another manner described on the Order. As between SunGard and Customer, Customer shall be responsible for ensuring that

the Customer Supplied Data is Accurate and complete. Customer represents and warrant to SunGard that Customer has the full legal right for Customer and SunGard, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give SunGard an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in SunGard's possession. To the extent practicable and at Customer's expense after receipt of such notice, SunGard shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. SunGard may retain such property until SunGard receives all payments due to SunGard under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then SunGard may dispose of such property in a commercially reasonable manner.

(c) In order to improve SunGard's product and service offerings for its customers, SunGard may maintain a database of information residing on the Solution. SunGard and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any SunGard product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in SunGard facilities under this Agreement. Customer will reimburse SunGard for the reasonable out-of-pocket costs SunGard incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. SunGard shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a)   SunGard shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b)   SunGard shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. SunGard's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, SunGard shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on SunGard's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, SunGard will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of SunGard's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or SunGard discovers.

8.9. Volume Increases. Customer shall give notice to SunGard whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order..

9.1. Grant. Except as otherwise provided in an Order, SunGard grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to SunGard. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. SunGard shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on SunGard's network for downloading. Physical shipment is on F.O.B. terms, SunGard's shipping point and electronic delivery is deemed effective at the time SunGard provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date.**"

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), SunGard shall provide the ongoing support services described in that Order; and Customer shall pay to SunGard support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that SunGard shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, SunGard may increase the Support Fees payable.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) SunGard shall discontinue providing all ongoing support services, including SunGard's obligations under Section 9.3; (ii) any SunGard warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) SunGard shall not be liable for Customer's use of the Solution after the Support Termination Date except for SunGard's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by SunGard after the Support Termination Date).

9.5. Software Warranty. SunGard warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. SunGard's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that SunGard performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit SunGard, at SunGard's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, SunGard will comply with Customer's reasonable security procedures and company policies that have been provided to SunGard in writing. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. SunGard shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8. Audit. At SunGard's expense and upon written request with reasonable notice, Customer will permit SunGard, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless SunGard believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of SunGard to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to SunGard's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10.   Other Provisions. Reserved

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. SunGard's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by SunGard or (ii) a termination of this Agreement, Customer shall also mail a written notice to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and such notices shall identify the name date, specific parties and SunGard Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a)   "affiliate" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b)   "Authorized Recipient" means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of SunGard; and (ii) with respect to SunGard, SunGard, its foreign and domestic Affiliates and their respective contractors.

(c)   "Authorized User" means a Customer employee.

(d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.

(e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to SunGard promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.

(i) **Documentation"** means the standard user documentation SunGard provides for the Solution, as such Documentation may be updated from time to time.

(j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) **"including"** whether capitalized or not, means including but not limited to.

(n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US$50,000).

(o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by SunGard under this Agreement.

(r) **"Release"** means a modification or update to the Solution, which SunGard, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

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(u) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to SunGard's client base.

(v) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) "**Third-Party Hardware**" means that hardware specified as thrid party hardware on the Order.

(x) "**Third-Party Services**" means those services specified as third party services on the Order.

(y) "**Third-Party Software**" means the software specified as third-party software on the Order.

(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, their respective permitted successors and assigns.

(b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without SunGard's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to SunGard notifying SunGard if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by SunGard hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Heading.. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. .

10.9. Personnel. Customer acknowledges that: (a) SunGard expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**SunGard Personnel**"); (b) SunGard's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire SunGard Personnel, then SunGard may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those SunGard Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any SunGard Personnel at any time when such SunGard Personnel is employed or engaged by SunGard or during the six (6) months after such employment or engagement ends, then Customer shall pay to SunGard as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such SunGard Personnel's salary and other compensation (including bonus or commission payments) at the time

of leaving his/her employment or engagement with SunGard. For purposes of this provision, **"hire"** means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

Revised Exhibit 1 – Revised Scope of Work
TRAKiT9 Migration

TRAKiT 9 Licensing Terms
The following software is currently licensed by the Client and will be replaced during the migration process:

TRAKiT 9 Software
SunGard Systems will transfer the license & maintenance from the current TRAKiT product to TRAKiT9. Modules currently licensed by the Client include:
- 30 End-user licenses
- GeoTRAK (formerly LandTRAK)
- PermitTRAK
- ProjectTRAK
- CodeTRAK
- GIS Advanced Version (support for ArcGIS Server 10.1 and above only)

SunGard shall provide maintenance service, technical support, and software updates. Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software. A separate "Software Maintenance Agreement" must be executed along with this quote.

eTRAKiT Software
SunGard will ensure that current eTRAKiT settings are maintained and connected properly to the new TRAKiT9 database.

MobileTRAK Software
SunGard will ensure that current MobileTRAK settings are maintained and connected properly to the new TRAKiT9 database. This includes migration for the following modules:
- iTRAKiT

Installation & Migration Assistance
SunGard will migrate all Client data contained within TRAKiT and confirm that primary system functions are available. Client understands that some functions/features are different or have been removed from previous versions of TRAKiT.

Installation Assistance
SunGard will provide the TRAKiT 9 software and assist the City in installing it on a local server. Server must have access to the agency's TRAKiT database. Software installation will be done one (1) time and must be installed in Client's live environment. The Client will be charged for any moving and/or reinstallation of the software.

Agency understands that the migration is for the existing TRAKiT configuration as provided to SunGard on July 20, 2016. No Business Process Review or Workbook Analysis meetings are budgeted for this implementation.

Data Migration

SunGard will migrate the Client's existing TRAKiT database into the TRAKiT 9 data structure. Price includes two (2) conversion routines:

1. Migration will occur at the initial delivery for Client testing. Any issues with migrated data must be reported to SunGard at the conclusion of the initial testing period, which will be defined by the Project Schedule that will be negotiated by the City and the SunGard project manager.
2. Just prior to the Go Live event. The TRAKiT database must be provided to SunGard by no later than 9:00 AM PST on the scheduled conversion date.

Any alterations made to the TRAKiT database by the Client during migration will result in additional charges to correct.

Agency Responsibilities

The Agency agrees to the following:

- Fully test the system and host the site live per the project schedule that the SunGard Project Manager will present/negotiate to the City.
- Client will be responsible for providing remote network access to SunGard.
- Any delays in the project schedule caused by the City may result in additional charges.
- The client must track any alterations made to their production TRAKiT database while testing TRAKiT9, and apply those changes (as needed) to the TRAKiT9 database with the guidance of CRW. Any alterations made to the TRAKiT database by the Client during migration will result in additional charges should CRW need to correct.
- Client will provide IT support, as requested by SunGard, to affect changes to the client environment in support of this project.
- Any delays in the negotiated project schedule caused by the City may result in additional charges.

Report, Document, & Customization Migration

TRAKiT Reporting has been updated from Crystal Reports (SAP) to SQL Server Reporting Service (Microsoft SSRS) standards. Client understands that the format/details of the TRAKiT9 reports may vary from the TRAKiT.Net reports. The following custom reports, documents, forms, and customizations will be delivered as part of the migration. Any reports not identified on the list below will result in additional fees, if SunGard needs to correct any errors.

TRAKiT 9 Standard Reports

Standard Reports are included at no cost to the client. The following list of Standard Reports are in current use by the Client and will be migrated to TRAKiT9:

1. PERM111
2. PERM110
3. PERM130S
4. PERM195
5. PERM160
6. PLAN30
7. CHART80
8. CHART20
9. CHART10
10. PROJ30
11. PROJ10

12. PERM170
13. PERM171
14. PROJ70
15. PERM50
16. PERM61
17. PERM62
18. BUS11

Agency-Specific Custom Reports/Forms
1. Case_History
2. DSO_1st_Submit_Letter
3. DSO_Site_Small_Site Letters
4. DSO_SITE_SMALL_SITE_LETTERS_SUB
5. DSO_Subdivision_Imprv_Letters
6. Permit_Plan_Review_By_Submittal
7. RR_CO_Acceptance_letter
8. RR_CO_Recognition_letter
9. RR_Code_Fire_Insp
10. RR_Code_Letter_to_legal
11. RR_code_violation_letter
12. DSO_Permit_Details (previously identified as RR_Permit_Details)
13. RR_Plan_Review_By_Submittal
14. RR_PLAT_ANALYSIS
15. RR_StaffAnalysis2
16. RR_StaffAnalysisPlat
17. RR_StaffAnalysisZon
18. RR_TCO_letter
19. RR_Temp_CO-Application_Ext
20. ACCT95TA - Trust Payments (by Account) – Summary
21. RR_ACCTNUM_CASH_CHECK – Payments (by Account) Cash and Check only
22. RR_CAPITALVALUEADD – Capital Value Additions
23. RR_CASEDSOPENED_CODE41 – Cases Opened (Select Type and Status)
24. RR_CASESOPENEDSUBTYPE_CODE23 – Cased Opened (By Subtype)
25. RR_ DEPOSIT_INSPECTIONS – Payments for Inspection Fees
26. RR_DEPOSITACCT_FOR_IS – Payments for Insp Fees by Account for IS
27. RR_DSO_PERMIT_OPENREVIEWS – DSO Permit Review Status
28. RR_DSO_PERMITS_NOTCLOSED – Permits Applied for (select type)
29. RR_DSO_REVIEWS_BY_DATE – DSO Reviews by Date
30. RR_INSPECTIONS_SUBDIVISION – Inspections Requested by Subdivision
31. RR_NOTIFICATION_LTR_LABL – 06. Notification Letters and Labels
32. RR_PROJECT_PLAN_REVIEW_HISTORY – 04. Project Plan Review History
33. RR_PROJECT_STATUS – 10. Project Status Report (Date/Type Selectable)
34. RR_PROJECTLIST – 08. ProjectListing
35. RR_PWPROJECTS – CIP Project Status
36. RR_PZCOMMISSIONMEETING - 01. P&Z Commission Meeting
37. 'RR_REVIEW_COM_ENG_TRANSMIT - '03. Review Comments to Engineer Transmittal
38. RR_STAFFANSLYSISPLAT - 05a. Staff Analysis Report-Platting
39. RR_STAFFANALYSISZON – 05b. Staff Analysis Report – Zoning

40. RR_TAPAYANDDEPOSITS – Trust Activity
41. RR_TAPAYANDDEPOSITSNEW – Detailed Trust Activity
42. RR_TECH_REVIEW_TRANSMITPROJECT - 02. Tech Review Transmittal
43. RR_TRANSACTION REPORT- Transaction Report
44. RR_TRUSTACCT_BALANCE – Trust Account Balances
45. RR_WATER_IRR_METER – Water & Irrigation Meter Report
46. RR_WORKORDER – Generate Workorders

The RR_TABC_RENEWAL – TABC Renewal Notices (This will need to be handled wither through the GLR or custom script. It has database changes.)

User Training
Training will be conducted onsite at the Client's location.

Upfront Webinar Training
- SunGard will perform up to eight (8) hours webinar training at the beginning of the project.
- Training will be performed remotely.

SunGard Training
- One trainer to accommodate up to eight (8) students.
- Provide all necessary training material for students.
- Training will be broken into 4 hour (half-day) segments for each class. Students must be able to attend the full training session.
- Provide two (2) full onsite days of training/go live migration assistance.

Client Responsibility
- Provide an adequate training space to accommodate trainees.
- Provide eight (8) workstations/laptops for each individual to be trained.
- Workstation environment must connect directly to the Client's Live/Production database.
- Students will have sufficient basic knowledge of Client's business processes and basic MS-Windows functions.
- Workstations must be compatible with Internet Explorer 10 or 11.

Technology Requirements

Supported Browsers:
- TRAKiT9:
  o Internet Explorer 10, 11
  o Microsoft Edge
- eTRAKiT:
  o Internet Explorer 9, 10, 11
  o Microsoft Edge
  o Google Chrome
  o Mozilla Firefox
  o Apple Safari

Server hardware requirements:
- Windows Server 2008 R2
- SQL Server 2008 R2 or later

- SRSS Reporting services enabled for reports
- ASP.net 4.0
- IIS 7+
- 32-bit enabled
- Web server must be exposed to the internet for eTRAKiT and iTRAKiT services
- Installation will occur on the Client's Live/Production environment only. If additional server installations are required, this will be considered an additional cost for configuration.

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CITY OF ROUND ROCK
INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall ~~procure and maintain~~ at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.

   1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

   1.2. The following standard insurance policies shall be required:

       1.2.1. General Liability Policy

       1.2.2. Automobile Liability Policy

       1.2.3. Worker's Compensation Policy

   1.3. The following general requirements are applicable to all policies:

       1.3.1. Only insurance companies ~~licensed~~ authorized and admitted to do business in the State of Texas shall be accepted.

       1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

       1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.

       1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.

       1.3.5. Policies shall include, but not be limited to, the following minimum limits:

           1.3.5.1. Minimum Bodily Injury Limits of $300,000.00 per occurrence.

           1.3.5.2. Property Damage Insurance with minimum limits of $50,000.00 for each occurrence.

           1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of $100,000.00 each person, and $300,000.00 for each occurrence, and Property Damage Minimum limits of $50,000.00 for each occurrence.

           1.3.5.4. Statutory Worker's Compensation Insurance and minimum $100,000.00 Employers Liability Insurance.

       1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.

   1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.

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1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

   1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary. with exception to workers compensation Include

   1.5.2. ~~Name~~ the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.

   1.5.3. ~~Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.~~

   1.5.4. Remove all language on the certificate of insurance indicating:

      1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,

      1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.

   1.5.5. Provide for notice to the City at the addresses listed below by registered mail:

   1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

   1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

   1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.

   1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.

   1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager	**City Attorney**
City of Round Rock	**City of Round Rock**
221 East Main	**309 East Main**
Round Rock, TX 78664-5299	**Round Rock, TX 78664**

2. **WORKERS COMPENSATION INSURANCE**

   2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.

      2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

      2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.

   2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-

operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.

2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.

2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:

2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;

2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;

2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and

2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.

2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.