

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

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

("SunGard Public Sector")

AND

City of Costa Mesa, A California Municipal Corporation
77 Fair Drive
Costa Mesa, CA 92626

(for purposes of this Agreement, "Customer")

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

Customer

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: Jim Righeimer,

PRINT NAME

PRINT TITLE: Mayor

AND TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____

Date: _____

PRINT NAME

AND TITLE: _____

By: _____

DATE SIGNED: _____

Tom Duarte,
City Attorney

ATTEST:

Date: _____

By: _____

Brenda Green, City Clerk

CERTIFICATE OF SECRETARY

THE UNDERSIGNED, Leslie S. Brush, Secretary of SUNGARD PUBLIC SECTOR INC., a corporation organized and existing under the laws to the State of Florida (the "Corporation"), does hereby certify that the officers listed below are duly elected officers of the Corporation, that they hold the titles set forth opposite their respective names, and that by virtue of such offices they are authorized to enter into and execute instruments and documents in the name of, and on behalf of, the Corporation:

<u>NAME</u>	<u>OFFICE</u>
Christian Coleman	Vice President & Treasurer
Daniel J. Conway	Vice President, Sales
Gilbert O. Santos	President & Chief Executive Officer, Public Sector
James A. Brescia	Vice President, Human Resources
Jillian Macau	Vice President, Support Operations
Raymond H. Perkey	Vice President, Professional Services
Steven Pratt	Vice President, Cloud Solutions

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Secretary to be duly executed and the corporate seal to be hereunto affixed this 10th day of February, 2012.



Leslie S. Brush
Leslie S. Brush, Secretary

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

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

1. Incorporation By Reference. Sections 1 (Definitions), Sections 8 through 9, (Confidential Information and Indemnity by SunGard Public Sector, respectively), and Sections 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver, Choice of Law; and Severability), Section 17 through 18 (Insurance and Claims) of the Software License and Services Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the Software License and Services Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

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

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

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such

Custom Modification, and for which Defect Customer has given SunGard Public Sector Notification of and reasonably sufficient information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control, or that Customer can demonstrate to SunGard Public Sector remotely.

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

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

"Maintenance" means using the highest professional standards to provide Customer with avoidance procedures for or corrections of Defects. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one (1) or more first-class firms performing similar work under similar circumstances. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

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

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i)

SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail to SunGard Public Sector.

3. Services.

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

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees, subject to a maximum increase in any one year of the lesser of: (1) three percent (3%), or (2) the Consumer Price Index – All Urban Consumers (CPI) for the twelve (12) month period prior to first day of the renewal Contract Year. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's then current Travel Expense Guidelines, will be

invoiced on a monthly basis in arrears and due within thirty (30) days from the date of receipt of the invoice by Customer. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

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

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least thirty (30) days prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least thirty (30) days prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. SunGard Public Sector warrants that the services provided herein will be performed in a professional and workmanlike manner and that if the unmodified Component System, in whole or in part, is replaced or upgraded by SunGard Public Sector with replacement or upgraded general release software components to correct Defects, or as an Enhancement, SunGard Public Sector warrants that the Component System, as so upgraded, shall operate with the rest of the unmodified, general release Component System of the same release without any loss of functionality of the rest of the unmodified, general release Component System of the same release. With the exception of the foregoing sentence, Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH**

REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination.

In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of fifteen (15) calendar days, or if more than fifteen (15) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within fifteen (15) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, Customer shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than thirty (30) calendar days' prior written notice to SunGard Public Sector. In the event of termination under this Section, City shall pay SunGard Public Sector for Improvement Fees due and all reimbursable expenses incurred by SunGard Public Sector up to the effective date of termination for which SunGard Public Sector has not been

Customer: City of Costa Mesa, A California Municipal Corporation

CONTRACT YEAR: Execution Date (or anniversary thereof) through one year thereafter

previously paid. On the effective date of termination, SunGard Public Sector shall deliver to Customer all Documents, whether in draft or final form.

8. LIMITATIONS OF LIABILITY.

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

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

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

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

EXHIBIT 1

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table below represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		Computer Aided Dispatch		
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	\$ 7,696.00	7x24
4	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE	2,080.00	7x24
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	720.00	7x24
8	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE	1,440.00	7x24
7	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE	2,240.00	7x24
1	CAD-E911-T4	E911 INTERFACE MODULE	800.00	7x24
8	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH	256.00	7x24
8	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	1,280.00	7x24
1	MAP-CONVERTER	MAP CONVERTER SOFTWARE	560.00	7x24
1	CAD-INT-C2C	CAD 2 CAD	1,120.00	7x24
1	CAD-INT-SPF	SUNPRO FIRE INTERFACE	880.00	7x24
1	CAD-INT-TS	TELESTAFF INTERFACE	880.00	7x24
1	CAD-INT-MOSCAD	CAD INTERFACE TO MOSCAD1	1,200.00	7x24
1	CAD-RR-T2	RIP AND RUN PRINTING/FAXING MODULE	800.00	7x24
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE	800.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE	160.00	7x24
		Records Management System		7x24
1	RMS-BASE-T8	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	11,600.00	7x24
1	RMS-BAR-HOST-T8	BAR CODING SERVER LICENSE WORKSTATION	912.00	7x24
1	RMS-ACCIDENT-T8	BASIC ACCIDENT MODULE WORKSTATION	672.00	7x24
1	RMS-NTF-T8	NOTIFICATION MODULE WORKSTATION	1,712.00	7x24
1	RMS-MAP-T8	RMS MAP DISPLAY AND PIN MAPPING LICENSE WORKSTATION	1,200.00	7x24
1	RMS-ASSET-T8	ASSET MANAGEMENT MODULE WORKSTATION	128.00	7x24
1	RMS-BAR-CLIENT-T8	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	150.00	7x24
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE WORKSTATION	128.00	7x24
1	RMS-DOCSCAN-T1	DOCUMENT SCANNING AND STORAGE WORKSTATIONS	1,072.00	7x24
1	RMS-LINK-T4	LINK ANALYSIS MODULE	3,344.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE WORKSTATION	448.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	no charge	7x24
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE WORKSTATION	128.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE WORKSTATION	288.00	7x24
1	RMS-CA-T1	CRIME ANALYSIS MODULE	1,008.00	7x24
1	RMS-CAPLUS	CRIME ANALYSIS PLUS	3,344.00	7x24
1	RMS-CFS-T1	CALLS FOR SERVICE MODULE WORKSTATION	128.00	7x24
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE	128.00	7x24
1	RMS-SOFF-T1	SEX OFFENDER MODULE	1,216.00	7x24
1	RMS-WIZ-BASE-T2+	ACCIDENT WIZARD BASE SERVER LICENSE	600.00	7x24
25	RMS-WIZ-CLIENT-T8	ACCIDENT WIZARD WORKSTATION LICENSE	760.00	7x24
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE	208.00	7x24
1	RMS-FR-T1	FELONY REGISTRATION MODULE	128.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE	608.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE	608.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	1,408.00	7x24
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE	448.00	7x24
		Mobile Applications		
1	MCT-BMS-T9	BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE	4,980.00	7x24
1	MCT-MFR-REV-T9	REVIEW MODULE FOR FIELD REPORTING WORKSTATIONS	4,224.00	7x24
72	MCT-CLIENT-T8	MCT CLIENT - DIGITAL DISPATCH	8,064.00	7x24
72	MCT-MAP-T9	MCT CLIENT - MAPS	1,152.00	7x24
72	MCT-MFR-OFF-T9	MFR CLIENT - BASE INCIDENT/OFFENSE	9,216.00	7x24
25	MCT-MFR-MBLN-CLIENT-T9	MFR CLIENT- MOBILAN VERSION	1,800.00	7x24
1	MCT-AVL-HOST-T9	AVL SERVER HOST LICENSE	4,208.00	7x24
72	MCT-AVL-CLIENT-T9	MCT CLIENT - AVL	1,152.00	7x24
72	MCT-MFR-ARREST-T9	MFR CLIENT - ARREST	3,456.00	7x24
72	MCT-MFR-ACC-T9	MFR CLIENT - ACCIDENT REPORTING	4,608.00	7x24
		Message Switch		7x24
1	MCT-SWI-T4	STATE/NCIC MESSAGING SOFTWARE	1,440.00	7x24
		Web Based Applications		7x24
1	INT-OPSCAD	OPS CAD	1,120.00	7x24
1	INT-OPSRMS	OPS RMS	1,120.00	7x24
1	INT-P2C	POLICE 2 CITIZEN	1,120.00	7x24
		Custom Modifications		7x24
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - OCATS/CLETS INTERFACE	8,240.00	7x24
1	RMS-CUST-MOD	CAD CUSTOM MODIFICATION - MAS ALARM MONITORING SYSTEM	2,400.00	7x24
1	RMS-CUST-MOD	CAD CUSTOM MODIFICATION - FATPOT CAD2CAD	4,000.00	7x24
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY	1,600.00	7x24
		PAYMENT AMOUNT (2nd Contract Year)	\$ 118,986.00	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to

change no more than once per contract year period and will be specified by SunGard Public Sector in an annual invoice. Any increase in improvement fees is subject to a maximum increase in any one year of the lesser of: (1) three percent (3%), or (2) the Consumer Price Index (CPI) All Urban Consumers (designated by the Bureau of Labor Statistics as "CPI-U") using the following criteria: (a) unadjusted for seasonal differences; (b) for all items; and (c) percentage change shall be for the twelve (12) month period prior to first day of the renewal Contract Year. SunGard Public Sector will invoice Customer at least sixty (60) days prior to the expiration of the then current term.

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

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1. "7x24" means Seven (7) days per week, 24 hours per day. ("5x9") means Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays.
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

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

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