

CUSTOMER NO. 4345; CONTRACT NO. 130585

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of 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

BY: *Tom Hatch*

PRINT NAME: Tom Hatch

PRINT TITLE: Chief Executive Officer

DATE SIGNED: 7/12/13

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 7/11/13
By: *Tom Duarte*
City Attorney

SunGard Public Sector Inc.

BY: *Jillian Macau*

PRINT NAME AND TITLE: Jillian Macau, Vice President Support Operations
Sungard Public Sector Inc

DATE SIGNED: 7/23/13

BY: *Ray Perkey*

PRINT NAME AND TITLE: Ray Perkey, Vice President Professional Services
Sungard Public Sector Inc

DATE SIGNED: 7/23/13

ATTEST:
Date: 7-16-13

By: *Brenda Green*
Brenda Green, City Clerk

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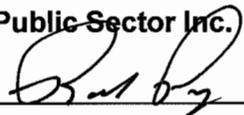
(for purposes of this Agreement, "Customer")

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, Mayor

PRINT NAME **Ray Perkey, Vice President Professional Services**
AND TITLE: **Sungard Public Sector Inc**

PRINT TITLE: Mayor

DATE SIGNED: _____

DATE SIGNED: 7/2/13

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

BY:  _____

Date: _____

PRINT NAME **Jillian Macau, Vice President Support Operations**
AND TITLE: **Sungard Public Sector Inc**

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

1. Definitions.

"Agreement" means this Software License and Services Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

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

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

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

"Consultant Documents" means the SunGard Public Sector software and related information developed by SunGard Public Sector or by Customer if such programs or information are derivative works of or otherwise related to the software products licensed by SunGard Public

Sector, including any designs, plans, specifications or other materials provided by or on behalf of Customer for inclusion in the software, the user documentation provided to Customer (or to any party on behalf or for the benefit of Customer), and all manuals with respect to the Public Sector software (operational manuals, user manuals, and otherwise).

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

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

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

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector notice 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.

"Custom Modification" shall mean those computer software programs resulting from the custom modification services identified in the Custom Modifications schedule found in Exhibit 1 hereto.

"Documents" means each and every report, draft, map, record, plan, document and other writing produced, prepared or caused to be prepared by SunGard Public Sector, its officers, employees, agents and subcontractors, in the course of implementing this Agreement,

Notwithstanding, SunGard Public Sector retains title to the Consultant Documents.

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

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

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

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

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

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have agreed in writing to maintain the confidentiality of information received in the course of their engagement with Customer.

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

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

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 attached to this Agreement as of the Execution Date or as may be added to the Agreement by mutual written agreement of the parties that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

2. Right to Grant License and Ownership.

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

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

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

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

(c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to process another law enforcement agency's Computer Aided Dispatch, Records Management System, or Jail Management System data. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. For the avoidance of doubt, nothing herein shall be construed as to prohibit Customer from using the Software to generate information and data which is then conveyed to third parties, provided such is based on Customer's data and not on data provided by such third parties (constituting the provision of data processing services for and on behalf of a third party). Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties in compliance with local, state or federal laws or any court order, and such use will not be deemed a non-permitted disclosure

of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

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

4. Services.

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

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

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement using the highest professional standards and in a workmanlike manner. 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. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. SunGard Public Sector hereby represents and warrants that every employee SunGard Public Sector hires is subjected to a background check including a criminal background check (local/state/federal for misdemeanors and

felonies) and checked against the federal terrorist list, and that it does not employ people who do not pass the background check.

Prior to the commencement of any Services under this Agreement, Customer may request a letter from SunGard Public Sector certifying that SunGard Public Sector's employees who will be providing services to Customer under the Agreement have passed a background and criminal history investigation, and further, SunGard Public Sector shall re-conduct a current background check at Customer's written request for those employees who are rendering services on Customer's premises.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer designates the Police Department to administer this agreement. Customer's Support Services Administrator of the Police Department, or his or her designee, shall be Customer's project manager and shall have authority to act for Customer under this Agreement. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

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

6. Payment and Taxes.

(a) Payment.

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

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

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

(c). Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within seven (7) days of the scheduled start date, Customer is responsible for entire price of incurred training or on-site project management plus travel expenses that are not subject to a refund or credit. Notwithstanding, SunGard Public Sector will use its best efforts to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this section. To the extent SunGard Public Sector is successful in such rescheduling SunGard Public Sector's personnel, Customer's shall not be obligated to pay any training on onsite project management expenses.

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

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System SunGard Public Sector warrants to Customer that, for a period commencing on the Execution date and continuing for a period of twelve (12) months following the Go-Live date, or for the period commencing as of the Effective Date and expiring twenty-four (24) months from the Delivery Date, whichever is earlier, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. "Go-Live" is defined as Customer's use of the Component System with real data in a production (and not testing) mode.

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

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

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

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

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System, or use of Consultant's

Documents, infringes any Intellectual Property Rights of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System or Consultant Document is, or in SunGard Public Sector's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System, or Consultant Document under the terms of this Agreement; (B) replace the Component System, or Consultant Document with products that are substantially equivalent in function, or modify the Component System, or Consultant Document so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer all fees paid to SunGard Public Sector for the Component System(s) or Consultant Document giving rise to the infringement claim. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. 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. Notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

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. Provided as a strict condition of such right of termination, in the event of termination under this Section, Customer shall first pay SunGard Public Sector for services satisfactorily performed, all license fee amounts for the Component Systems(s), all amounts for third party products provided by SunGard Public Sector pursuant to this Agreement, and all reimbursable expenses incurred by SunGard Public Sector up to the effective date of termination for which SunGard Public Sector has not been previously paid. On the effective date of termination, SunGard Public Sector shall deliver to Customer all Documents, whether in draft or final form.

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

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

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

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

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

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

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

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws and any action brought relating to this Agreement shall be

adjudicated in a court of competent jurisdiction in the County of Orange, State of California. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

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

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

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

17. INSURANCE. Prior to the commencement of SunGard Public Sector performing any work or providing any services to Customer, SunGard Public Sector shall obtain, provide and maintain at its own expenses during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type,

amounts, terms and conditions described below. SunGard Public Sector agrees to provide insurance in accordance with requirements set forth herein. If SunGard Public Sector uses existing coverage to comply and that coverage does not meet these requirements, SunGard Public Sector agrees to amend, supplement or endorse the existing coverage.

(a) **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(b) **Coverage Requirements.** (i) **Workers' Compensation Insurance.** SunGard Public Sector shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. (ii) **General Liability Insurance.** SunGard Public Sector shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). (iii) **Automobile Liability Insurance.** SunGard Public Sector shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of SunGard Public Sector arising out of or in connection with work or services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident. (iv) **Professional Liability (Errors & Omissions) Insurance.** SunGard Public Sector shall maintain professional liability insurance that covers the

work and services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and SunGard Public Sector agrees to maintain continuous coverage through a period no less than three years after completion of the work or services required by this Agreement.

(c) **Other Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions: (i) **Waiver of Subrogation.** Worker's Compensation Insurance maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Customer, its elected or appointed officers, agents, officials, employees and volunteers. SunGard Public Sector hereby waives its own right of recovery against City for worker's compensation claims, and shall require similar written express waivers from each of its subconsultants. (ii) **Additional Insured Status.** Customer and its officers, officials, employees, and agents shall be included as additional insureds under General Liability policy and automobile policy, but only for damages caused in whole by SunGard Public Sector. (iii) **Primary and Non Contributory.** All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by Customer. **Notice of Cancellation:** Notice of cancellation will be provided in accordance with policy terms. SunGard Public Sector will use commercially reasonable efforts to cause Customer to receive such notice at least thirty (30) days prior to cancellation.

(d) **Additional Agreements Between the Parties.** The parties hereby agree to the following: (i) **Evidence of Insurance.** SunGard Public Sector shall provide certificates of insurance to Customer as evidence of the insurance coverage required herein along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Customer at all times during the term of this Agreement. (ii) **Enforcement of Agreement Provisions.** SunGard Public Sector acknowledges and agrees that any actual or alleged failure on the part of Customer to inform SunGard Public

Sector of non-compliance with any requirement imposes no additional obligations on Customer nor does it waive any rights hereunder. (iii) **Requirements not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. (v) **Self-insured Retentions.** Any self-insured retentions must be declared to Customer. (iv) **Customer Remedies for Non-Compliance.** If SunGard Public Sector or any subconsultant fails to provide and maintain insurance as required herein, then Customer shall have the right but not the obligation, terminate this Agreement, or to suspend SunGard Public Sector's right to proceed until proper evidence of insurance is provided. (v) **Timely Notice of Claims.** SunGard Public Sector shall give Customer prompt and timely notice of claims made or suits instituted that arise out of or result from SunGard Public Sector's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Customer assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Customer. (v) **SunGard Public Sector's Insurance.** SunGard Public Sector shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work or services provided under this Agreement.

18. CLAIMS. Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, SunGard Public Sector shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. SunGard Public Sector's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by SunGard Public Sector in writing as unsettled at the time of its final request for payment. SunGard Public Sector and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, SunGard Public Sector shall be required to file any claim SunGard Public Sector

may have against City in strict conformance with the Government Claims Act (California Government Code sections 810 et seq.).

19. 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.

Customer: City of Costa Mesa, A California Municipal Corporation

EXHIBIT 1

Delivery Address: 77 Fair Drive, Costa Mesa, CA 92626

SOFTWARE^{1, 2, 3:}

Qty	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	\$ 48,100.00
4	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE	13,000.00
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	4,500.00
6	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE	9,000.00
7	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE	14,000.00
1	CAD-E911-T4	E911 INTERFACE MODULE 1	5,000.00
8	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH	1,600.00
8	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	8,000.00
1	MAP-CONVERTER	MAP CONVERTER SOFTWARE	3,500.00
1	CAD-INT-C2C	CAD 2 CAD	7,000.00
1	CAD-INT-SPF	SUNPRO FIRE INTERFACE1	5,500.00
1	CAD-INT-TS	TELESTAFF INTERFACE1	5,500.00
1	CAD-INT-MOSCAD	CAD INTERFACE TO MOSCAD1	7,500.00
1	CAD-RR-T2	RIP AND RUN PRINTING/FAXING MODULE	5,000.00
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE	5,000.00
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE1	1,000.00
		Records Management System	
1	RMS-BASE-T8	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	72,500.00
1	RMS-BAR HOST-T8	BAR CODING SERVER LICENSE WORKSTATION	5,700.00
1	RMS-ACCIDENT-T8	BASIC ACCIDENT MODULE WORKSTATION	4,200.00
1	RMS-NTF-T8	NOTIFICATION MODULE WORKSTATION	10,700.00
1	RMS-MAP-T8	RMS MAP DISPLAY AND PIN MAPPING LICENSE WORKSTATION	7,500.00
1	RMS-ASSET-T8	ASSET MANAGEMENT MODULE WORKSTATION	800.00
1	RMS-BAR-CLIENT-T8	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	940.00
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE WORKSTATION	800.00
1	RMS-DOCSCAN-T1	DOCUMENT SCANNING AND STORAGE WORKSTATIONS	6,700.00
1	RMS-LINK-T4	LINK ANALYSIS MODULE	20,900.00
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE WORKSTATION	2,800.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	no charge
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE WORKSTATION	800.00
1	RMS-TRAIN-T1	TRAINING MODULE WORKSTATION	1,800.00
1	RMS-CA-T1	CRIME ANALYSIS MODULE	6,300.00
1	RMS-CAPLUS	CRIME ANALYSIS PLUS	20,900.00
1	RMS-CFS-T1	CALLS FOR SERVICE MODULE WORKSTATION	800.00
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE	800.00
1	RMS-SOFF-T1	SEX OFFENDER MODULE	7,600.00
1	RMS-WIZ-BASE-T2+	ACCIDENT WIZARD BASE SERVER LICENSE	3,750.00
25	RMS-WIZ-CLIENT-T8	ACCIDENT WIZARD WORKSTATION LICENSE	4,750.00
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE	1,300.00
1	RMS-FR-T1	FELONY REGISTRATION MODULE	800.00
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE	3,800.00
1	RMS-GANG-T1	GANG TRACKING MODULE	3,800.00
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	8,800.00
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE	2,800.00
		Mobile Applications	
1	MCT-BMS-T9	BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE	31,000.00
1	MCT-MFR-REV-T9	REVIEW MODULE FOR FIELD REPORTING WORKSTATIONS	26,400.00
72	MCT-CLIENT-T8	MCT CLIENT - DIGITAL DISPATCH	50,400.00
72	MCT-MAP-T9	MCT CLIENT - MAPS	7,200.00
72	MCT-MFR-OFF-T9	MFR CLIENT - BASE INCIDENT/OFFENSE	57,600.00
25	MCT-MFR-MBLN-CLIENT-T9	MFR CLIENT- MOBLAN VERSION	10,000.00
1	MCT-AVL-HOST-T9	AVL SERVER HOST LICENSE	26,300.00
72	MCT-AVL-CLIENT-T9	MCT CLIENT - AVL	7,200.00
72	MCT-MFR-ARREST-T9	MFR CLIENT - ARREST	21,600.00
72	MCT-MFR-ACC-T9	MFR CLIENT - ACCIDENT REPORTING	28,800.00
		Message Switch	
1	MCT-SWI-T4	STATE/NCIC MESSAGING SOFTWARE	9,000.00
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	7,000.00
1	INT-OPSRMS	OPS RMS	7,000.00
1	INT-P2C	POLICE 2 CITIZEN	7,000.00
		Subtotal	\$ 642,040.00
1	DISCOUNT	DISCOUNT 30% OFF LICENSE FEES	\$ (192,612.00)
		TOTAL LICENSE FEE	\$ 449,428.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

Qty.	Part #	Description	Training	Project Management	Professional Services	Implementation	Conversion
		CAD Implementation Services					
1	CAD-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES-HARDWARE AND TECHNICAL SERVICES				\$ 28,000.00	
1	CAD-PROF-ADD-IMPL	CAD INSTALLATION AND IMPLEMENTATION				74,840.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 12,600.00
1	CAD-TRN-CORE	CORE TEAM SYSTEM ORIENTATION	\$ 10,240.00				
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	6,400.00				
1	CAD-PROF-ADD	CAD POWER USER TRAINING			\$ 6,400.00		
1	CAD-PROF-ADD	CAD ADDITIONAL SA TRAINING			1,280.00		
3	CAD-USR-TRN	CAD USER TRAINING	19,200.00				
1	RMS-WEB-TRN	RMS WEB-BASED TRAINING	640.00				
1	CAD-PGL-TRN	CAD FOLLOW-UP TRAINING	6,400.00				
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT		\$ 37,120.00			
		RMS Implementation Services					
1	RMS-PROF-ADD-IMPL	ADDITIONAL PROFESSIONAL SERVICES-RMS INSTALLATION AND IMPLEMENTATION			73,680.00		
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
2	RMS-USR-TRN	RMS USER TRAINING	12,800.00				
1	RMS-PROF-ADD	RMS POWER USER TRAINING	6,400.00				
2	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	12,800.00				
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	6,400.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	19,840.00				
1	RMS-PGL-TRN	RMS POST GO LIVE REFRESHER TRAINING	6,400.00				
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS		35,520.00			
		Mobile Applications Implementation					
1	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES-MOBILE APPLICATIONS (MCT,MFR) AND MESSAGE SWITCH INSTALLATION AND IMPLEMENTATION			54,600.00		
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	3,840.00				
1	MCT-PROF-ADD	MCT/MFR POWER USER TRAINING	5,760.00				
8	MCT-PROF-ADD	MCT/MFR USER TRAINING	46,080.00				
1	MCT-PROF-ADD	POST GO LIVE CSO MCT/MFR TRAINING	5,760.00				
1	MCT-PROF-ADD	MCT/MFR FOLLOW-UP TRAINING	5,760.00				
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES		31,520.00			
		Web Based Applications Implementation					
1	INT-OPS-INST	ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATIONS INSTALLATION AND IMPLEMENTATION			14,000.00		
1	INT-P2C-INST	ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATIONS TRAINING			4,160.00		
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS		2,560.00			
		Custom Modifications					
		FATPOT CAD2CAD					
1	CAD-PROJ-MGNT	INTERFACE		3,840.00			
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES				2,800.00	
		MAS ALARM MONITORING SYSTEM					
1	CAD-PROJ-MGNT	INTERFACE		3,840.00			
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES				2,800.00	
		OCATS/ELETE INTERFACE					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR OCATS/CLETS INTERFACE		5,120.00			
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES				1,400.00	
		COPLink WARRANT QUERY					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR COPLink INTERFACE		3,840.00			
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES				2,800.00	
		Conversions					
1	CAD-PROF-ADD	CAD CONVERSION					16,800.00
1	RMS-PROF-ADD	RMS CONVERSION					106,500.00
11	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES-RMS INSTALLATION AND IMPLEMENTATION			14,080.00		
		Pay Agency related Services					
		Property and Evidence Bar Coding Hardware					
1	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware				700.00	
		Third Party Hardware, Software and Services					
1	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers				1,400.00	
		TOTAL SERVICES FEE:	\$181,120.00	\$ 123,360.00	\$ 168,200.00	\$ 114,740.00	\$135,900.00

Qty	Part #	Custom Modifications	Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - OCATS/CLETS INTERFACE	\$ 51,500.00
1	RMS-CUST-MOD	CAD CUSTOM MODIFICATION - MAS ALARM MONITORING SYSTEM	15,000.00
1	RMS-CUST-MOD	CAD CUSTOM MODIFICATION - FATPOT CAD2CAD	25,000.00
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY	10,000.00
		Custom Modifications Fees	\$101,500.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates, billed at 0.25 hour (15 minute) increments, equal to SunGard Public Sector's price rates for the services at issue as specified herein. Hourly rates indicated below are only for time that SunGard Public Sector's employees are actually performing work or a service for Customer. SunGard Public Sector shall not bill Customer for any travel time (i.e.: time spent in transit between a SunGard Public Sector facility and Customer's facility or between Customer's facilities).

Project Management: \$160/per hour

Training (onsite):\$160/per hour

Training (web/remote): \$135/per hour.

Installation/Implementation: \$175/per hour.

Data Conversion and Custom Modifications: \$200/per hour or \$1,600 per day.

Other Professional Services: \$160/per hour or \$1,280 per day.

The above rates for additional services are not subject to change for a period of twelve (12) months from the Execution Date.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

³ See Statements of Work attached hereto as Exhibits 4-6 (Custom Modifications).

PAY AGENCY PRODUCTS¹:

Qty.	Part #	Pay Agency Products	Hardware & Software
		<i>Property and Evidence Bar Coding Hardware</i>	
1	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	\$ 2,346.00
		<i>Third Party Hardware, Software and Services</i>	
1	THP-PAGEGATE	PageGate Network Paging Software	565.00
30	THP-MS-VISIO	Microsoft Visio 2010 Standard Edition	5,820.00
		Pay Agency Products Totals	\$ 8,731.00

Notes to Pay Agency Products Table:

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

SUMMARY OF COSTS	
	Price
Component Systems	\$ 449,428.00
Services (including Custom Modifications)	824,820.00
Pay Agency Products	8,731.00
Total	\$1,282,979.00

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

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Project Management: To be billed at a flat monthly rate for eight months commencing on the Execution Date.

Training Fees: On invoice, as incurred.

Professional Services Fees: On invoice, as incurred.

Conversion Fees: On invoice, as incurred

Custom Modification Fees: 25%% on the Execution Date; 75% on Acceptance (See SOW Exhibits 4-6)

Implementation Services Fee: 25% on the Execution Date;, and 75% upon Customer's written acceptance of SunGard Public Sector's implementation of all Software on Customer's Equipment.

Customer will notify SunGard Public Sector in writing of its acceptance or non-acceptance of the Implementation service within thirty (30) days after receipt of invoice. If customer fails to give written notice within the specified timeframe, the services will be deemed accepted. Any notice of non-acceptance must be based solely upon non-performance in accordance with the provisions of Section 4. Services.

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

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

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

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

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

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

- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.
- Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:
- i. Dedicated Line
 - ii. Any encryption to meet State and FBI requirements
 - iii. DSU to State
 - iv. Any wireless carrier charges and setup
 - v. Any installation Charges
 - vi. Recurring charges or costs
 - vii. Surcharges by the State
- Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.
- Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

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

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

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

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

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

Long Descriptions

Part Number: CAD-SITE

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE TO INCLUDE;

CAD-SITE - BASE COMPUTER AIDED DISPATCH SYSTEM

CAD-CON - ADDITIONAL CAD CONSOLE LICENSE

CAD-MAPD - ADDITIONAL CAD MAP DISPLAY LICENSE

MCT-AVL-CAD - CAD CLIENT AVL LICENSE

MCT-MIS - LAN CLIENT LICENSE FOR MESSAGE SWITCH

CAD-MRM - CAD RESOURCE MONITOR DISPLAY LICENSE

Long Description: BASE COMPUTER AIDED DISPATCH SYSTEM TO INCLUDE SITE LICENSE FOR:

CAD-SITE - BASE COMPUTER AIDED DISPATCH SYSTEM

CAD-CON - ADDITIONAL CAD CONSOLE LICENSE

CAD-MAPD - ADDITIONAL CAD MAP DISPLAY LICENSE

MCT-AVL-CAD - CAD CLIENT AVL LICENSE

MCT-MIS - LAN CLIENT LICENSE FOR MESSAGE SWITCH

CAD-MRM - CAD RESOURCE MONITOR DISPLAY LICENSE

COMPUTER AIDED DISPATCH BASE INCLUDES:

Single-Jurisdictional CAD for Police, Fire, and/or EMS

Call Taking and Dispatching Functions

Tabular Geo-File Subsystem (without maps)

Business and Sites Subsystem

Unit Recommendation Subsystem

Premise/Alert and Hotspots Subsystems

Part Number: CAD-CON-T2

Description: ADDITIONAL CAD CONSOLE LICENSE

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

Part Number: CAD-MAP-T2

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
 - Map Editing and Maintenance software (training not included)
 - Map Display for One Workstation
-

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD-T2

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

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

Part Number: MCT-AVL-CAD-T2

Description: CAD CLIENT AVL LICENSE

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

Part Number: CAD-E911-T2

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: MCT-MIS-T2

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

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

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
 - Mobile-to-workstation messaging (if mobile applications are licensed)
 - SunGard's standard State/NCIC queries
-

Part Number: CAD-MRM-T2

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

Part Number: MAP-CONVERTER

Description: MAP CONVERTER SOFTWARE

Long Description: This software converts ESRI based map data to a format useable by SunGard's product line.

Part Number: CAD-INT-C2C

Description: CAD 2 CAD

Long Description: The C2C (CAD to CAD) module is designed to transfer events between two independent CAD systems. This is a powerful feature for a dispatch center that is handling an event and needs to route the event to another dispatcher center for action.

In addition to call routing, other features of C2C include:

- Notification of completed transfer.
- Notification of transferred call dispatched.
- Notification of failed call transfer if the recipient's C2C system is down.
- Notification of Nature Code change by originating agency.
- Transfer of remarks between C2C events.
- Relay of ProQA summary information (if used).
- Notification of ProQA response upgrades or downgrades.

As a result of the functionality listed above, C2C creates a virtual single site dispatch center allowing for calls to be routed and notes added as if everyone was using one CAD system.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

Part Number: CAD-INT-SPF

Description: SUNPRO FIRE INTERFACE

Long Description: SunGard supports interfacing with Aether Systems SunPro Fire Software®. CAD will create several different files for each fire call that is entered and cleared in CAD. Once these tables are deposited, SunPro® will be responsible for reading the files and utilizing the data within the SunPro® package.

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

Part Number: CAD-INT-TS

Description: TELESTAFF INTERFACE

Long Description: CAD offers the ability to interface with the PDSI TeleStaff™ scheduling product. TeleStaff™ is designed as an automated scheduling solution for clients having simple to very complex scheduling requirements. This is an optional add-on interface for CAD that is purchased by the client. Sungard's interface uses information from imported TeleStaff™ files to automatically roll units on-duty and off-duty within CAD without user intervention. TeleStaff™ files are single Comma-Separated Value (CSV) files that contain all staffing for a particular date. This file will be named for the calendar date that it represents (i.e. 2004-01-02.csv).

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

Part Number: CAD-INT-MOSCAD

Description: CAD INTERFACE TO MOSCAD

Long Description: SunGard has developed an interface between CAD and Motorola's MOSCAD fire station alerting system.

The MOSCAD module is designed to integrate with Motorola's MOSCAD Station Alerting System. When connected to MOSCAD, the CAD system will automatically pass station and zone codes to MOSCAD that will result in MOSCAD activating and sending the alert to the appropriate station and zone destinations.

In addition to alerting the stations and zones, text messages containing response information can also be forwarded to printers located at each responding station.

Features of the MOSCAD module include:

- Automatic passing of station and zone code to MOSCAD

- Automatic printing of dispatch information if this option is available through MOSCAD

- Automatic En Route status update in CAD upon receiving a positive station response message after dispatching an event

- Automatic notification inside of CAD when a communications failure is detected between MOSCAD and remote station(s).

- Automatic notification inside of CAD when a communications failure is detected between MOSCAD and the MOSCADSERV processor.

The Customer must purchase from Motorola all MOSCAD applications and related hardware.

Part Number: CAD-RR-T2

Description: RIP AND RUN PRINTING/FAXING MODULE

Long Description: The Rip and Run module allows for remote call notification reports (network printing, faxing, and email) at Fire/EMS stations. When units are dispatched, the station receives a Dispatch Report that includes location, nature, x-streets, call taker notes, premise alerts, street notes, medical priority level, etc. When all units clear the call, each station dispatched will automatically receive a CAD Event Report containing the full radio and event log for the call.

For printing, the Rip and Run module requires each printer to be a network laser printer compatible with Windows 2000 or higher OS. Faxing requires a dedicated phone line, fax machine, and WinXP/WIN2003 faxing services. Emailing requires that the machine running the Rip and Run application be configured by the customer for Email support. Stations can be configured for either network printing, faxing or emailed reports.

Part Number: CAD-PG-T2

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. Our paging module supports the ability to send individual personalized messages to specific pagers directly from CAD. This module supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station.

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

Long Description: SunGard's interface to NotePage, Inc.'s PageGate software allows the CAD Paging module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: CAD-PROF-ADD-TECH

Description: ADDITIONAL TECHNICAL PROFESSIONAL SERVICES-HARDWARE AND TECHNICAL SERVICES

Long Description: Up to 20 days of technical implementation services including:

Temporary HW server implementation (4 days)

Migration of temporary data environment (2 days)

Production HW server implementation (1 day)

Technical project consulting (5 days) (Troubleshooting, go live prep, post go live review)

On-site Go Live Support (1 @ 4 days)

Assist with Mock go live (2 days)

Planning, Discovery, and Project Kick-off (2 days)

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES-CAD INSTALLATION AND IMPLEMENTATION

Long Description: Up to 53.5 days of services related to installation and implementation of ONESolution CAD, including:

Temporary environment base CAD install (1 day)

Production CAD and CAD Resource Monitor application installation and initial configuration (1.5 days)

CAD standard and custom interface installation and implementation (12 days)

Assist with testing and validation of converted data (1.5 days)

CAD planning, discovery, and project kick-off (2 days)

CAD build assist (5 days--4 days on-site, 1 day of preparation and follow-up)

Conduct 3 remote data audits and system reviews (5 days)

Set up and configure 5 CAD workstations (1 day)

Mock Go Live assistance (2 days)

On-site Go Live Support (3 resources--AIC and 2 trainers-- @ 4 days)

Remote Application configuration and advisory consulting assistance (10 days)

Go Live Preparation and post go live implementation close-out Assistance (2 days)

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: Geo-File Generation

Up to 9 days of service for implementation of maps, including:

Minimum of 3 map data audits/reviews (3 days)

Part Number: CAD-TRN-CORE

Description: CORE TEAM SYSTEM ORIENTATION

Long Description: Build team orientation. Two SunGard resources, each for 3 classroom days plus one day of preparation/follow-up.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days plus one day of preparation/follow-up.

Part Number: CAD-PROF-ADD

Description: CAD POWER USER TRAINING

Long Description: Hands-on training on ONESolution CAD for key personnel intended as "go-to" product experts. 4 classroom days plus 1 day of SunGard trainer preparation and follow-up.

Part Number: CAD-PROF-ADD

Description: CAD ADDITIONAL SA TRAINING

Long Description: Up to one day of training focusing on review of CAD security and System Options/Preferences.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Hands-on training on ONESolution CAD for 911 operators. 4 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Customer is responsible for providing, setting up, and testing appropriate computer classroom environment.

Part Number: RMS-WEB-TRN

Description: RMS WEB-BASED TRAINING

Long Description: On-site instructor-led training, one session of up to 4 hours focusing on demonstration of CAD Resource Monitor.

Part Number: CAD-PGL-TRN

Description: CAD FOLLOW-UP TRAINING

Long Description: Four post go live end-user training refresher days. Also includes one day of SunGard trainer preparation and follow-up. 10 participants maximum per class.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

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

Part Number: RMS-BASE-SITE

Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE

Long Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE TO INCLUDE:

BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE TO INCLUDE:

RMS-BASE - BASE RECORDS MANAGEMENT SYSTEM

RMS-BAR-HOST - BAR CODING

RMS-ACCIDENTS

RMS-NTF - NOTIFICATIONS

RMS-MAP - MAP DISPLAY AND PIN MAPPING

RMS-ASSET - ASSET MANAGEMENT

RMS-BIKE - BIKE REGISTRATION

RMS-DOCSCAN - DOCUMENT SCANNING

RMS-LINK - LINK ANALYSIS

RMS-P&E - PROPERTY AND EVIDENCE

RMS-FELONY REGISTRATION

RMS-CRIME STOPPERS

RMS-GANG TRACKING

RMS-INTELLIGENCE

RMS-PROFESSIONAL STANDARDS (IA)

RMS-RSW - RESIDENTIAL SECURITY WATCH

RMS-TRAIN - TRAINING

RMS-CA - CRIME ANALYSIS

RMS-CRIME ANALYSIS PLUS

RMS-CFS - CALLS FOR SERVICE

RMS-SOFF - SEX OFFENDER

RMS-FLMAINT - FLEET MAINTENANCE

RMS-WIZ-BASE - ACCIDENT WIZARD

RMS-QTRMSTER-QUARTERMASTER

RMS-BASE LICENSE INCLUDES:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-BAR HOST-T9

Description: BAR CODING SERVER LICENSE WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

Part Number: RMS-ACCIDENT-T9

Description: BASIC ACCIDENT MODULE WORKSTATION

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-NTF-T9

Description: NOTIFICATION MODULE WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data-related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-MAP-T9

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-ASSET-T1

Description: ASSET MANAGEMENT MODULE WORKSTATION

Long Description: Enables an agency to enter and track equipment assignment, inspections and maintenance records.

Part Number: RMS-BAR-CLIENT-T9

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

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

Part Number: RMS-BIKE-T1

Description: BIKE REGISTRATION MODULE WORKSTATION

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

Part Number: RMS-DOCSCAN-T1

Description: DOCUMENT SCANNING AND STORAGE WORKSTATIONS

Long Description: Allows the Customer to scan documents using a SunGard approved scanner and store the image associated with the currently viewed SunGard record. The stored document will allow areas to be marked confidential and blocked from view; "sticky notes" may also be added. SunGard will provide a list of supported scanners at the request of the agency.

Part Number: RMS-LINK-T4

Description: LINK ANALYSIS MODULE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a stand alone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet.

Part Number: RMS-RSW-T1

Description: RESIDENTIAL SECURITY WATCH MODULE WORKSTATION

Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE WORKSTATION

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis module provides the ability to pin map events from one or more RMS application modules simultaneously and identify high crime areas within defined geographic regions. This product includes forecasting and time series tools.

These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-CAPLUS

Description: CRIME ANALYSIS PLUS

Long Description: Crime Analysis module that combines data from both CAD and RMS. CA Plus allows Crime Analysts to perform predictive future-crime analysis, identify high crime areas, pin-map events, and eliminate hours of research and mapping. Designed to download, view, and analyze incidents from CAD and RMS, Crime Analysis Plus features easy-to-use navigation, analysis tools, pattern librarian, and time slice function.

Part Number: RMS-CFS-T1

Description: CALLS FOR SERVICE MODULE WORKSTATION

Long Description: The Calls for Service module allows users to enter and maintain records for service events within the agency. Information includes call date/time, nature code, location, dispatch, arrival, and clear times, clear times, and responding unit(s).

Part Number: RMS-FLMAINT-T1

Description: FLEET MAINTENANCE MODULE

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

Part Number: RMS-SOFF-T1

Description: SEX OFFENDER MODULE

Long Description: This non-state specific module allows for the registration and agency reports of sex offenders. It allows for various classification levels and various re-registration rules.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-WIZ-CLIENT-T9

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-CRST-T1

Description: CRIME STOPPERS MANAGEMENT MODULE

Long Description: This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records and related vehicles, associated with the tip. The module interacts with SunGard's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.

The module also provides the following:

Ability to track payments made to Crime Stopper informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.

Ability to track which agency/unit the tip has been referred to for follow up.

Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral Listing, Summary by Nature of Call, etc.

Part Number: RMS-FR-T1

Description: FELONY REGISTRATION MODULE

Long Description: The Felony Registration module participates in the name alert subsystem of RMS and MFR. This module is not state specific for all states.

Part Number: RMS-INTELLIGENCE-T1

Description: INTELLIGENCE MODULE

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-GANG-T1

Description: GANG TRACKING MODULE

Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

Part Number: RMS-PSD-T1

Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE

Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-QTRMSTR-T1

Description: QUARTERMASTER MODULE

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface, allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue-once) items such as t-shirts and other clothing items or returnable, serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generate reports on items at or below reorder point, track historical inventory issuance per item, and track preferred vendor information for each item. SunGard's Barcoding licensed separately.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL PROFESSIONAL SERVICES-RMS INSTALLATION AND IMPLEMENTATION

Long Description: Up to 52 days of services related to installation and implementation of ONESolution RMS, including:

Temporary environment base RMS install (1 day)

Initial RMS installation and configuration (1 day)

Crime Analysis Plus Installation (3 days)

RMS planning, discovery, and project kick-off (2 days)

Conduct 3 data audits and system reviews (5 days)

Lead assisted build (5 days—4 days on-site, 1 days of SunGard preparation and follow-up)

Assist with testing and validation of converted data (5 days)

On-site Go Live Support (2 resources--AIC and Trainer-- @ 4 days)

Remote application configuration and advisory consulting assistance (15 days)

P&E and Quartermaster barcoding install (2 days)

Go Live preparation and Implementation Close-out Assistance (3 days)

Mock Go Live (2 days)

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

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

Class duration = up to 4 days plus one day of preparation/follow-up.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: RMS User training for key personnel. 4 classroom days plus 1 day of SunGard trainer preparation and follow-up.

Part Number: RMS-PROF-ADD

Description: RMS POWER USER TRAINING

Long Description: RMS User training for key personnel. 4 classroom days plus 1 day of SunGard trainer preparation and follow-up.

Part Number: RMS-DET-TRN

Description: RMS TRAINING FOR INVESTIGATORS

Long Description: Two 2-day RMS User training classes focusing on Case Management, Investigator Dashboard, and other tools used by investigators. Also includes 1 day of trainer preparation and follow-up.

Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: Two 2-day RMS overview training classes for administrative and/or specialty module users. Also includes one day of SunGard trainer preparation and follow-up. Maximum participants = 10

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: RMS Add-on Modules and Course Durations (in days):

Doc Scanning (.5 days)

CA (.5)

Link Analysis (1 day)

Accident (.5)

Notifications (.5)

Asset Management (.5)

Sex Off (.5)

Bike (.5)

RSW (.5)

Training (.5)

Map Display and Pin Mapping (.5)

P&E (1 day)

Calls for Service (.5)
Fleet Maintenance (.5)
Crime Analysis Plus (2.5)
Crime Stoppers (.5)
Felony Registration (.5)
Intelligence (.5)
Professional Std. (1.5)
Gang Tracking (1)
Quartermaster (1)

Part Number: RMS-PGL-TRN

Description: RMS POST GO LIVE REFRESHER TRAINING

Long Description: Four one-day post go live refresher training classes on RMS. Also includes one day of SunGard trainer preparation and follow-up.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

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

Part Number: MCT-BMS-SITE

Description: BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE TO INCLUDE:

MCT-MFR-REVIEW - REVIEW MODULE FOR FIELD REPORTING

MCT-MFR-MBLN-CLIENT - MOBLAN VERSION

Long Description: BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE TO INCLUDE:

MCT-MFR-REVIEW - REVIEW MODULE FOR FIELD REPORTING

MCT-MFR-MBLN-CLIENT - MOBLAN VERSION

Server license of SunGard's Mobile Server Software to support Mobile Units registered on the Message Switch. Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-REV-T9

Description: REVIEW MODULE FOR FIELD REPORTING WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-CLIENT-T8

Description: MCT CLIENT - DIGITAL DISPATCH

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

Any additional hardware must be purchased separately.

Part Number: MCT-MAP-T9

Description: MCT CLIENT - MAPS

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

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

Part Number: MCT-MFR-OFF-T9

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-MBLN-CLIENT-T9

Description: MFR CLIENT- MOBLAN VERSION

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

Part Number: MCT-AVL-HOST-T9

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard OSSI's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T9

Description: MCT CLIENT - AVL

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

Part Number: MCT-MFR-ARREST-T9

Description: MFR CLIENT - ARREST

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

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

In some states, this Module does reproduce the state form and can print in the car.

Part Number: MCT-MFR-ACC-T9

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's crash wizard and Microsoft Visio.

Part Number: MCT-PROF-ADD-IMPL

Description: ADDITIONAL PROFESSIONAL SERVICES-MOBILE APPLICATIONS (MCT,MFR) AND MESSAGE SWITCH INSTALLATION AND IMPLEMENTATION

Long Description: Up to 39 days of services related to installation and implementation of MCT, MFR, and message switch, including:

Initial MCT installation, configuration, and Mnt. Training, install digital dispatch client (4 days)

Initial Message Switch installation and configuration (2 days)

MCT vehicle Installation (20 days - 2 resources @ 10 days each)

Initial MFR Installation and configuration (2 days)

On-site Go Live support (2 resources @ 4 days)

Post Go Live close-out assistance (1 day)

Mock Go Live (2 days)

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Focuses on configuration of Mobile Field Reporting. 2 classroom days, 1 day of trainer preparation and follow-up.

Part Number: MCT-PROF-ADD

Description: MCT/MFR POWER USER TRAINING

Long Description: Hands-on product instruction for power users on ONESolution MCT & MFR. 3.5 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Customer is responsible for providing, setting up, and testing appropriate computer classroom environment.

Part Number: MCT-PROF-ADD

Description: MCT/MFR USER TRAINING

Long Description: Hands-on product instruction on ONESolution MCT & MFR. 3.5 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Part Number: MCT-PROF-ADD

Description: POST GO LIVE CSO MCT/MFR TRAINING

Long Description: Post go live training for MCT/MFR. 3.5 days total plus 1 day trainer preparation and follow-up. 10 participants per class maximum.

Part Number: MCT-PROF-ADD

Description: MCT/MFR FOLLOW-UP TRAINING

Long Description: Post go live refresher training for MCT/MFR.

3.5 days total plus 1 day trainer preparation and follow-up. 10 participants per class maximum.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

Part Number: MCT-SWI-T2

Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

Workstation-to-Workstation messaging

State/NCIC query interface directly from the Data Entry window

Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn and Property information as well as Incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROF-ADD-IMPL

Description: ADDITIONAL PROFESSIONAL SERVICES--INTERNET APPLICATIONS INSTALLATION AND IMPLEMENTATION

Long Description: Up to 10 days of services related to installation and implementation of ONESolution OpsCenter, P2C, and ONESolution Dashboard, including:

Initial installation and configuration of OpsCenter for CAD and RMS (2 days)

Initial installation and configuration of P2C (3 days)

Initial installation and configuration of P2P (1 day)

Initial installation and configuration of ONESolution Dashboard (2 days)

Configuration assistance and go live preparation for internet applications (2 days)

Part Number: INT-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES--INTERNET APPLICATIONS TRAINING

Long Description: P2C Administrator Training (1 day)

P2P training (1/2 day)

OpsCenter Training CAD and RMS (1 day)

ONESolution Dashboard Administrator and User Training (1.5 days)

All internet application training is conducted by instructor-led webinar

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS

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

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATION - OCATS/CLETS INTERFACE

Long Description: See SOW Exhibit 3

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

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR OCATS/CLETS INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for OCATS Interface

Part Number: CAD-CUST-MOD

Description: CAD CUSTOM MODIFICATION - MAS ALARM MONITORING SYSTEM

Long Description: See SOW Exhibit 4

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

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT FOR MAS ALARM MONITORING INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for MAS Alarm Monitoring System interface

Part Number: CAD-CUST-MOD

Description: CAD CUSTOM MODIFICATION - FATPOT CAD2CAD

Long Description: See SOW Exhibit 5

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

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT FOR MAS ALARM MONITORING INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for FATPOT CAD2CAD interface

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY

Long Description: See SOW Exhibit 6

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

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR COPLink INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for the COPLink Interface

Part Number: CAD-PROF-ADD

Description: CAD CONVERSION

Long Description: SunGard will convert data from the customer's Motorola CAD database into the following modules within SunGard's ONESolution CAD: Event History (6 to 18 months) and Sites. All quoted prices are based on the assumption data will be supplied by the Customer in one of four data formats: SQL database, Access database, Excel spreadsheets, or a delimited text files.

SunGard will convert data elements from the legacy database into corresponding SunGard data tables. New data fields will not be created in SunGard's database to match data elements in the legacy system. The specific scope of services will be controlled by the terms of a separately executed statement of work.

Part Number: RMS-PROF-ADD

Description: RMS CONVERSION

Long Description: SunGard will convert data from the customer's Motorola RMS database into the following modules within SunGard's Records Management System: Names, Incident (includes associated property, vehicles and narratives), Arrest, Case Management (active cases), Evidence, Citation, Accident, Pawn, Employee, Gang Profile and Calls for Service.

SunGard will also perform a one-time import to attach mugshot images to the corresponding master name record converted from the Motorola database. The agency must provide the index linking the image to the name record. Mugshot images must be in standard format (TIFF or JPEG).

SunGard will convert data elements from the legacy database into corresponding SunGard data tables. If there is no corresponding SunGard data element for a particular legacy data element, the legacy data may be loaded into the appropriate module notes field when it makes sense to do so. New data fields will not be created in SunGard's database to match data elements in the legacy system.

SunGard will work with the customer to determine whether the data is to be converted into an archive or production instance of SunGard's RMS. The specific scope of services will be controlled by the terms of a separately executed statement of work. All quoted prices are

based on the assumption data will be supplied by the Customer in one of four data formats: SQL database, Access database, Excel spreadsheets, or a delimited text files.

Part Number: RMS-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES-RMS INSTALLATION AND IMPLEMENTATION

Long Description: Additional professional services provided by SunGard's relating to management, QA and testing of data conversions

Pay Agency and Related Pay Agency Services.

Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

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

Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

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

Part Number: THP-PAGEGATE

Description: PageGate Network Paging Software

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

The Customer is responsible for the following:

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

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

Part Number: THP-MS-VISIO

Description: Microsoft Visio 2010 Standard Edition

Long Description: Visio 2010 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSl Accident Wizard.

Part Number: TCH-INSTALL-ONSITE

Description: On-Site Installation for Application Servers

Long Description: The SunGard Onsite Implementation Services include:

- Configuration of hardware on the customers network and domain
- Final third party application configurations
- Admin Review and training to cover all hardware and software configurations.

This Agreement is based on the assumption that a Windows 2003 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate. Services do not include Travel and Living.

Number of Software Supplements Attached: 3

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

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

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

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

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

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

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

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

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

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

OCATS/CLETS Interface

Executive Summary

Costa Mesa Police Department, CA (Customer) has requested that SUNGARD PUBLIC SECTOR INC. (SunGard) provide a written quote and Scope of Work (SOW) ordering SunGard to undertake the application software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Client Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.
2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

The customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

SunGard Responsibilities

1. Provide the Customer with a detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the customer:

1. As part of SunGard's State/NCIC Messaging Software line item, SunGard will develop a state/NCIC query interface for California.
2. This interface will support a basic set of query transactions for
 - a. Driver's License
 - b. Wanted Person
 - c. Vehicle
 - d. Boat
 - e. Article/Property
 - f. Gun
 - g. Criminal History
 - h. Admin Message
3. The query transactions listed in specification #2 above will be accessible from CAD, MCT, and RMS. Please see Appendix A for more details.
4. This interface will support the Entry/Modify/Delete set of transactions to OCATS for
 - a. Vehicle
 - b. Serialized Property
 - c. Missing Persons
 - d. Guns

5. The Entry/Modify/Delete transactions listed in specification #4 above will be accessible from RMS. Please see Appendix A for more details.
6. Appendix A contains a list showing which query and Entry/Modify/Delete transactions will be accessible from specific products. Only the transactions **marked** in Appendix A are being provided as part of this scope of work.
7. SunGard will work with the County NCIC broker, to develop the interface that will connect to the county and state systems and properly format the queries listed above based on their requirements.

Requirements and Assumptions

1. SunGard is providing the above listed basic set of query transactions.
2. Additional transactions can be built by SunGard in packages of 10 transactions at the cost of \$7,000 per pack of 10. A list of any additional transactions would be provided by the customer.
3. All hardware/network connectivity between the customer's message switch and Orange County is the responsibility of the customer.

Training

End User training for this project will be provided as part of the training services listed in the overall contract.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein. Payment terms shall also be as provided therein.

Contract Terms

The project detailed within this SOW shall be governed by the terms of the Software License and Services Agreement to which this SOW is attached (as well as the Software Maintenance Agreement with respect to the provision of maintenance services).

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its

efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

Appendix A – OCATS/CLETS Transactions

Transactions listed below marked with ● are the only transactions provided as part of this SOW. Transactions that are not explicitly marked are listed just as a reference that they could be chosen at a later time for additional cost.

OCATS

AWSS (Automated Warrant Service System)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AWNAMQ	Inquiry	By Name	●	●	●	●
AWADRQ	Inquiry	By Address				
AWVEHQ	Inquiry	By License Plate	●	●	●	●
AWNUMQ	Inquiry	By Warrant File Number				
AWASGQ	Inquiry	By Assignment Information				
AWSRVU	Update	By Name				
AWASGU	Update	By Name				
AWMSGU	Update	By Name				
AWWPSU	Update	By Name				

● = Selected

OCSD (General Search)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
OCNAMQ	Inquiry	By Name	●	●	●	●

● = Selected

AJS (Automated Jail System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AJNAMQ	Inquiry	By Name	●	●	●	●
AJNUMQ	Inquiry	By Booking Number				

● = Selected

LARS (Local Arrest Records System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
LRNAMQ	Inquiry	By Name and DOB	●	●	●	●
LRNUMQ	Inquiry	By Identifier				
LRPERQ	Inquiry	By OC Number				
LRSUMQ	Inquiry	By OC Number				

● = Selected

JCS (Juvenile Contact System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
JCAKAQ	Inquiry	By Alias				
JCNAMQ	Inquiry	By Name and DOB	●	●	●	●
JCNAMQ	Inquiry	By Moniker				
JCNUMQ	Inquiry	By Identifier				

● = Selected

ACS (Automated Checks System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
CHKINQ	Inquiry	By Name	●	●	●	●
CHKINQ	Inquiry	By Business				
CHKINQ	Inquiry	By Case Number				
CHKINQ	Inquiry	By Identifier				

● = Selected

Multi-Databases

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QWA	Inquiry	By Name and DOB	●	●	●	●
QVE	Inquiry	By License Plate	●	●	●	●
QVI	Inquiry	By VIN	●	●	●	●

● = Selected

CLETS

Administrative

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AM	Message	By Text	●	●	●	
FREE	Free	By Format	●	●	●	
YQ	Message	By Hit-Confirmation Request	●	●	●	
YR	Message	By Hit-Confirmation Response	●	●	●	

● = Selected

Article (IP and UP)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QA	Inquiry	By Serial Number By File Control Number By NCIC Number	●	●	●	●
QAH	Inquiry	By Serial Number	●	●	●	●
QAB	Inquiry	By Serial Number By OAN By OCA	●	●	●	●
QAK	Inquiry	By Serial Number By Name and DOB	●	●	●	●
QAM	Inquiry	By Serial Number By Name and DOB	●	●	●	●
QAN	Inquiry	By Name and DOB By Miscellaneous Number	●	●	●	●
EA	Enter	By Serial Number			●	
EAA	Enter	By Consecutively-Serialized Serial Number			●	
EP	Enter	By Serialized Pawn Information			●	
EPN	Enter	By Non-Serialized Pawn Information			●	

Article (IP and UP)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
MA	Modify	By File Control Number and OCA			●	
MAA	Modify	By File Control Number and OCA			●	
LA	Locate	By File Control Number and OCA By Serial Number and NCIC Number By OCA and NCIC Number By OAN and NCIC Number			●	
LAA	Locate	By File Control Number and OCA By Serial Number Range By OCA			●	
CA	Clear	By File Control Number and OCA			●	
CAA	Clear	By File Control Number and OCA			●	
XA	Cancel	By File Control Number and OCA			●	
XAA	Cancel	By File Control Number and OCA			●	

● = Selected

Boat (IA and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QB	Inquiry	By Registration Number By Boat Hull Number By File Control Number By NCIC Number	●	●	●	●
BQ	Inquiry	By Registration Number By Boat Hull Number By Name	●	●	●	●
EB	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBP	Enter	By Serial Number By OAN				
EBPW	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBR	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBRL	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBS	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
MB	Modify	By File Control Number and OCA				
MBA	Modify	By File Control Number and OCA				
LB	Locate	By File Control Number and OCA				
LBA	Locate	By File Control Number and OCA				
CB	Clear	By File Control Number and OCA				
CBA	Clear	By File Control Number and OCA				
XB	Cancel	By File Control Number and OCA				

Boat (IA and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
XBA	Cancel	By File Control Number and OCA				

● = Selected

Criminal History (IH)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QHA	Inquiry	By Name and DOB (or Age)	●	●	●	
QHN	Inquiry	By FBI Number By Social Security Number Operator's License Number By Department of Corrections Number	●	●	●	
QHP	Inquiry	By CII Number By Disposition Record Number	●	●	●	
QHY	Inquiry	By CII Number By Disposition Record Number	●	●	●	
QHC	Inquiry	By CII Number	●	●	●	
QHT	Inquiry	By CII Number By Disposition Record Number	●	●	●	
R.QH	Inquiry	By Name and DOB By FBI Number By Name and Miscellaneous Number By Name and Social Security Number	●	●	●	
R.QR	Inquiry	By FBI Number	●	●	●	

● = Selected

Driver's License (IN, NLETS, ID, IM, IR, and IW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
L1	Inquiry	By Operator's License Number By Name and DOB	●	●	●	●
DQ	Inquiry	By Operator's License Number By Name, DOB, and Sex	●	●	●	●
QM	Inquiry	By Name and Sex	●	●	●	●
QVC	Inquiry	By Name and Sex	●	●	●	●
QW	Inquiry	By File Control Number	●	●	●	●

● = Selected

Gun (IG and UG)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QG	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGB	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGH	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGHX	Inquiry	By Name	●	●	●	●
QGM	Inquiry	By Serial Number By Name	●	●	●	●
QGMX	Inquiry	By Name	●	●	●	●
R.QG	Inquiry	By NCIC Number	●	●	●	●
QGH	Inquiry	By Name	●	●	●	●
EG	Enter	By Serial Number		●		
MG	Modify	By File Control Number and Serial Number		●		
LG	Locate	By File Control Number and Serial Number		●		
R.LG	Locate	By Serial Number and OCA		●		
R.LG	Locate	By NCIC Number and OCA		●		
CG	Clear	By File Control Number and Serial Number		●		
XG	Cancel	By File Control Number and Serial Number		●		

● = Selected

Missing Person (UM)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QM	Inquiry	By Name By Operator's License Number By License Plate Number	●	●	●	●
EMP	Enter	By Name and DOB By Name and Age			●	
EMS	Enter	By Name			●	
MMP	Modify	By Name and File Control Number			●	
MMS	Modify	By Name and File Control Number			●	
LMP	Locate	By Name and File Control Number			●	
R.LM	Locate	By Name and NCIC Number			●	
XMP	Cancel	By Name and File Control Number			●	

● = Selected

Restraining and Protective Order (IB, IJ, and UB)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QRR	Inquiry	By Name and Sex By File Control Number By OCA				
QRR1	Inquiry	By Name and Sex By File Control Number By OCA				
QRRH	Inquiry	By Name and Sex By File Control Number By OCA				
QRRK	Inquiry	By Name and DOB (or Age) By File Control Number By OCA				
QRP	Inquiry	By Name and Sex				
QPO	Inquiry	By Name and DOB By Name and One Other Identifier By NCIC Number				
ERO	Enter	By Name				
EVM	Message	By Name and File Control Number				
CVM	Message	By Name and File Control Number				
MRO	Modify	By Name and File Control Number				
MVM	Modify	By Name and File Control Number				
SRO	Message	By Name and File Control Number				
XRO	Cancel	By Name and File Control Number				

● = Selected

Securities

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
R.OS	Inquiry	By Owner By Owner and Type By Owner and OCA By Owner and Social Security Number By Type, Serial #, and Denomination By Social Security Number				
R.ES	Enter	By Owner and Serial Number				
R.MS	Modify	By Serial Number and OCA By NCIC Number and OCA				
R.LS	Locate	By Serial Number and OCA By NCIC Number and OCA				
R.CS	Clear	By Serial Number and OCA By NCIC Number and OCA				
R.XC	Cancel	By Serial Number and OCA By NCIC Number and OCA				

● = Selected

Sex and Arson Registration (IX and UX)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
OSA	Inquiry	By Name and Sex By File Control Number By CII Number By Department of Corrections Number By Youth Authority Number By License Plate Number By Operator's License Number By Social Security Number				
ESA	Enter	By Name				
USA	Modify	By Name and File Control Number				

● = Selected

Supervised Release File (IR, QW, and UR)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QCA	Inquiry	By Name and Sex By Name and One Other Identifier				
QYA	Inquiry	By Name and Sex By Name and One Other Identifier				
QPR	Inquiry	By Name and Sex By Name and One Other Identifier				
QFR	Inquiry	By Name and Sex By Name and One Other Identifier				
QCR	Inquiry	By Name and Sex By Name and One Other Identifier By File Control Number				
QSR	Inquiry	By Name and Sex By Name and One Other Identifier				
QAR	Inquiry	By Name and Sex By Name and One Other Identifier				
QMH	Inquiry	By Name and Sex By Name and One Other Identifier				
QRC	Inquiry	By Name and Sex By Name and One Other Identifier				
QSV	Inquiry	By Name and Sex By Name and One Other Identifier				
QW	Inquiry	By NCIC Number	●	●	●	
QVC	Inquiry	By Name and Sex By CII Number By Social Security Number By Operator's License Number	●	●	●	
QVCK	Inquiry	By Name and Sex By Social Security Number By Document Number				
R.QW	Inquiry	By NCIC Number By Name and One Other Identifier	●	●	●	
EPR	Enter	By Name				
ECA	Enter	By Name				
EYA	Enter	By Name				

Supervised Release File (IR, QW, and UR)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
EFR	Enter	By Name				
ECR	Enter	By Name				
ERC	Enter	By Name				
ESV	Enter	By Name				
MCA	Modify	By Name and File Control Number				
MYA	Modify	By Name and File Control Number				
MPR	Modify	By Name and File Control Number				
MFR	Modify	By Name and File Control Number				
MCR	Modify	By Name and File Control Number				
MMH	Modify	By Name and File Control Number				
MRC	Modify	By Name and File Control Number				
MSV	Modify	By Name and File Control Number				
XVC	Cancel	By Name and File Control Number				
XRC	Cancel	By Name and File Control Number				

● = Selected

Unidentified Person (IM and UM)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QU	Inquiry	By Identifiers By File Control Number By OCA By Body Parts Status By Dental Information By NCIC Number				
R.QU	Inquiry	By OCA By Identifiers				
EUIP	Enter	By Identifiers				
EUID	Enter	By Descriptors				
MUP	Modify	By File Control Number and OCA				
MUPD	Modify	By File Control Number and OCA				
XUP	Cancel	By File Control Number and OCA				

● = Selected

Vehicle (IA, NLETS, IV, IN, and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
R4	Inquiry	By License Plate By VIN	●	●	●	●
VP	Inquiry	By Name	●	●	●	●
RQ	Inquiry	By License Plate By VIN	●	●	●	●
QV	Inquiry	By License Plate By VIN By File Control Number	●	●	●	●
R.QV	Inquiry	By NCIC Number	●	●	●	●
EV	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVF	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVR	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVRL	Enter	By License Plate Information By VIN By Engine Number By OAN Number			●	
EVS	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVSH	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVL1	Enter	By License Plate Information			●	
EVL2	Enter	By License Plate Information			●	
EVFL	Enter	By License Plate Information			●	
EVLE	Enter	By License Plate Information			●	

Vehicle (IA, NLETS, IV, IN, and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
EMV	Enter	By Name and File Control Number			●	
MV	Modify	By File Control Number and OCA			●	
MVA	Modify	By File Control Number and OCA			●	
MMV	Modify	By File Control Number and Vehicle Information			●	
LV	Locate	By File Control Number and Vehicle Information			●	
CV	Clear	By File Control Number and Vehicle Information			●	
CVA	Clear	By File Control Number and Vehicle Information			●	
XV	Cancel	By File Control Number and Vehicle Information			●	
XVA	Cancel	By File Control Number and Vehicle Information			●	

● = Selected

Wanted Person (IW, IR, IB, UB, and UW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QVC	Inquiry	By Name By Operator's License Number By Social Security Number	●	●	●	●
QW	Inquiry	By Name and Sex By CII Number By One Other Identifier By Warrant Number By OCA By FBI Number By File Control Number By NCIC Number	●	●	●	●
R.QW	Inquiry	By Name and One Other Identifier By License Plate Number By VIN	●	●	●	●
QCF	Inquiry	By File Control Number				
QRR	Inquiry	By File Control Number				
EWR	Enter	By Name				
ETR	Enter	By Name				
ERO	Enter	By Name				
MWR	Modify	By Name and File Control Number				
MRO	Modify	By Name and File Control Number				
LW	Locate	By Name and File Control Number				
R.LW	Locate	By Name and NCIC Number				
LCA	Locate	By File Control Number By Mnemonic				
CW	Clear	By Name and NCIC Number				
XW	Cancel	By Name and NCIC Number				

Wanted Person (IW, IR, IB, UB, and UW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
XRO	Cancel	By Name and NCIC Number				

● = Selected

MAS Alarm Monitoring Interface

MAS Alarm Monitoring Interface

Executive Summary

Costa Mesa Police Department, CA (Customer) has requested that SUNGARD PUBLIC SECTOR INC. (SunGard) provide a written quote and Scope of Work (SOW) ordering SunGard to undertake the application software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Client Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.
2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

The customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer’s System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

SunGard Responsibilities

5. Provide the Customer with a detailed SOW for the proposed work.
6. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
7. Provide a project manager and assigned staff for the project.
8. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the customer:

1. The MAS Alarm Monitoring interface will be developed utilizing the APCO Automated Secure Alarm Protocol (ASAP) exchange standard.
2. Information about the APCO ASAP exchange standard can be found at <http://www.apco911.org/resources/asap.html>
3. The interface will allow CAD to receive and send alarm messages utilizing the ASAP alarm exchange protocol with alarm monitoring companies.
4. Functionality shall include
 - a. The ability to receive and import new alarm events from an alarm company
 - b. Provide appropriate responses and updates back to the alarm monitoring company
 - Automatic dispatch notification.
 - Automatic arrived on-scene notification.
 - Automatic call closure with disposition notification.
 - Other bi-directional updates between the alarm monitoring company and ONESolution CAD or Mobile users, including:
 - Notes and/or messages initiated by ONESolution CAD or Mobile users to the alarm monitoring company. This could include a request for the estimated time of arrival for the key-holder.
 - Call cancellation requests from the alarm monitoring company.
 - Updated key-holder information from the alarm monitoring company.

Requirements and Assumptions

1. The MAS Alarm Monitoring must utilize the APCO industry standard ASAP protocol.
2. The State of California will support/allow the ASAP transmissions over the NLETS/CLETS network.
3. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Training

End User training for this project will be provided as part of the training services listed in the overall contract.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein. Payment terms shall also be as provided therein.

Contract Terms

The project detailed within this SOW shall be governed by the terms of the Software License and Services Agreement to which this SOW is attached (as well as the Software Maintenance Agreement with respect to the provision of maintenance services).

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the

circumstances, but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

Cad to Cad Interface with Fatpot

Executive Summary

Costa Mesa Police Department, CA (Customer) has requested that SUNGARD PUBLIC SECTOR INC. (SunGard) provide a written quote and Scope of Work (SOW) ordering SunGard to undertake the application software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Client Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

3. All equipment, system software and other components to meet the needs of this project.
4. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

The customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

SunGard Responsibilities

9. Provide the Customer with a detailed SOW for the proposed work.
10. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
11. Provide a project manager and assigned staff for the project.
12. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the customer:

1. C2C Service Application

- 1.1. SunGard shall develop a C2C service application (C2C Service) to process communications and message transactions between OSCAD and CADfusion as outlined in this document.
- 1.2. The service shall support a single bidirectional data exchange.
- 1.3. The service shall maintain a TCP connection at all times.
- 1.4. The service shall be responsible for automatically reconnecting to the CADfusion server after a connection disruption.
- 1.5. The service shall support the processing of general information messages related to linked CAD events as outlined in this document.
- 1.6. The service shall support the processing of error alert messages as outlined in this document.
- 1.7. The service shall support C2C configuration and setup parameters to support functionality outlined in this document.
- 1.8. The service shall support the sending and receiving of the following message transactions as detailed further in this document:
 - Heartbeats
 - New CAD events
 - Updated CAD events
 - Unit status updates
 - Unit resource request
 - Responses

- AVL updates
- Refresh Updates

2. Services Control Panel Application

- 2.1. SunGard shall provide a *Service Control Panel* application (SCP) that allows the SA to manage the C2C Service application.

3. Communications

- 3.1. All communications between the C2C Service and CADfusion will comply with the communication requirements outlined in FATPOT's *CAD to CADfusion Interface Specification* document.
- 3.2. Upon receiving a transaction from CADfusion, the C2C Service will provide a response transaction.
- 3.3. When sending a transaction to CADfusion, the C2C Service will expect a response transaction from CADfusion.
- 3.4. Response transactions will include the original transaction key for which the response is related.
- 3.5. The C2C service shall be capable of processing asynchronous responses that supports:
 - 3.5.1. The ability to send multiple transactions before receiving the first response – not having to wait.
 - 3.5.2. The ability for the C2C Service and CADfusion to send transactions to each other at the very same moment.
 - 3.5.3. The ability to receive a transaction from CADfusion that needs to be processed while at the same time waiting for a response from CADfusion for a previous transaction.

4. C2C Configuration and Setup

- 4.1. SunGard shall provide the ability to define C2C Partners (other CAD systems).
- 4.2. SunGard shall provide the ability to enable or disable **Show Unit as Pending Dispatch** functionality. When enabled non-owned units that have been dispatched by customer as a C2C resource request will continue to be formally marked as "Dispatched" in the OSCAD system, but will also display a Pending Dispatch (**PD**) flag in the **Active Units and Combined Active and Available Units window**. The purpose of this flag is to visually inform the communicator that the event is still pending dispatch by the other CAD system.
 - 4.2.1. By default, this option shall be unchecked (Pending Dispatch label turned off).
- 4.3. SunGard shall provide a **Default Out of Service Code** parameter that will be used when an OSCAD unit is taken out of service by other CAD systems for unlinked C2C activities.
- 4.4. SunGard shall provide the ability for the SA to configure a default nature code that will be used if the C2C Service cannot resolve the nature code provided by CADfusion. This will allow the event to be built and displayed in OSCAD, but the Communicator will be responsible for correcting the nature code before dispatching.
- 4.5. SunGard shall provide a heartbeat configuration parameter that defines how long (in seconds) the C2C Service is allowed to be inactive (no communications with CADfusion) before automatically sending a *Heartbeat* transaction to CADfusion to test connection.
 - 4.5.1. By default this value shall be "30" seconds.
 - 4.5.2. A value of "0" will disable the transmission of Heartbeat transactions (not responses).
- 4.6. SunGard shall provide a heartbeat configuration parameter that defines how long (in seconds) to wait for CADfusion to return a *Heartbeat Response* transaction. By default, this value shall be "2" seconds.
- 4.7. SunGard shall provide a heartbeat configuration parameter that defines how many heartbeat transaction retries are allowed before a connection failure alert is issued to OSCAD users. By default this value shall be "3" attempts.
- 4.8. SunGard shall provide a response transaction parameter that defines how long (in seconds) to wait for CADfusion to return a response transaction before issuing an error alert.
 - 4.8.1. By default this value shall be "5" seconds.
 - 4.8.2. *Heartbeat Response* transactions are covered in Section 4.6.
- 4.9. SunGard shall provide an AVL processing parameter that defines how often (in seconds) to process and send AVL *UnitAVLUpdate* transactions to CADfusion.
 - 4.9.1. By default, this value shall be "30" seconds.

4.9.2. Setting the value to “0” will disable the sending of AVL data to CADfusion.

5. CAD Configuration and Setup

- 5.1. SunGard shall add a new pick list enforced field to OSCAD **Unit Maintenance** that allows the SA to specify the CAD system that owns the unit. This field is required for *Show Unit as Pending Dispatch* functionality as outlined in Sections 4.2 and 9.1.5 plus provides support for future C2C functionality. By default, this field will be blank indicating that the unit is owned by the customer’s CAD.

6. Heartbeats

- 6.1. The C2C Service shall support the ability to send a heartbeat message to CADfusion using the required *Heartbeat* transaction. This feature helps identify and warn OSCAD users when a communications failure is detected.
 - 6.1.1. The C2C Service will send a *Heartbeat* transaction to CADfusion during periods of inactivity (no communications with CADfusion) as specified in Section 4.5.
 - 6.1.2. The C2C Service will expect a *Heartbeat Response* transaction from CADfusion within the allotted time specified in Section 4.6.
 - 6.1.3. If no response is received, the C2C Service will immediately retry sending a *Heartbeat* transaction and write an exception error into the C2C error log files.
 - 6.1.4. If after the maximum retry attempts as specified in Section 4.7 is reached and no *Heartbeat Response* transaction is received from CADfusion, a one-time warning notification message will display at all OSCAD consoles warning of a detected C2C communications failure and to take alternative C2C transfer actions.
 - 6.1.5. The retry effort will continue to occur until a *Heartbeat Response* transaction is received from CADfusion. When a *Heartbeat Response* is eventually received and communications is restored, a notification box will display at all OSCAD consoles advising that communications has been restored. Based on FATPOTS configuration, CADfusion should initiate a *RefreshRequest* transaction as outlined in Section 11 to resynchronize CADfusion and OSCAD.
- 6.2. The C2C Service shall support the ability to receive and acknowledge a *Heartbeat* transaction from CADfusion by providing a *Heartbeat Response* transaction.

7. CAD Event Transfers

- 7.1. The C2C Service shall send all new CAD events to CADfusion using the required *DetailedCFSInformation* transaction.
 - 7.1.1. A *DetailedCFSInformation* transaction will occur for every event even if the event is not intended to be transferred to another CAD system. This process makes the event available in CADfusion for other data sharing task that may be configured from within CADfusion using CADfusion business logic.
 - 7.1.2. SunGard shall provide both the full address and parsed address elements.
 - 7.1.3. The C2C Service will expect CADfusion to return a *DetailedCFSInformation Response* transaction within the allotted time specified in Section 4.8.
 - 7.1.4. If no response is received, the C2C Service will append a comment to the OSCAD event indicating that the event failed to transfer and alternative transfer actions should be taken.
 - 7.1.4.1. The current “new notes” feature of OSCAD will activate to alert the communicator.
 - 7.1.4.2. An exception error will be written into the C2C error log files.
- 7.2. In addition to Section 7.1, SunGard shall provide the ability to direct CADfusion to route a specific OSCAD event to another CAD systems using the required *DetailedCFSInformation* transaction.
 - 7.2.1. SunGard shall provide the ability for the communicator to manually direct a call to another CAD system by entering the command [CT] on the OSCAD **Command Line** and selecting the destination CAD system and needed service type (i.e. Law, Fire, EMS).
 - 7.2.1.1. For Law service request, the *LocalePoliceJurisdictionID* element shall be populated with the targeted C2C partner ID as defined in Section 4.1.
 - 7.2.1.2. For Fire service request, the *LocaleFireJurisdictionID* element shall be populated with the targeted C2C partner ID as defined in Section 4.1.

- 7.2.1.3. For EMS service request, the *LocaleEmergencyServicesJurisdictionID* element shall be populated with the targeted C2C partner ID as defined in Section 4.1.
- 7.3. In addition to Section 7.1, SunGard shall provide the ability to automatically transfer a live OSCAD event to another CAD system by dispatching units that are configured as other agency units. Additional information can be found in Section 9.
- 7.4. The C2C Service shall support the ability to send CAD event updates to CADfusion using the required *DetailedCFSInformation* transaction.
- 7.4.1. A *DetailedCFSInformation* transaction will occur for all CAD event updates in the OSCAD system. This process makes the information available in CADfusion for other data sharing task that may be configured from within CADfusion using CADfusion business logic.
- 7.4.2. New notes that are added to the OSCAD event by the Communicator will trigger an update transaction.
- 7.4.3. *DetailedCFSInformation* updates will be partial record transactions containing only the required call identification elements and the changed OSCAD data elements.
- 7.4.4. The C2C Service will expect CADfusion to return a *DetailedCFSInformation Response* transaction within the allotted time specified in Section 4.8.
- 7.4.5. If no response is received, the C2C service will append comments to the OSCAD event indicating that the updated information failed to transfer and alternative actions should be taken.
- 7.4.5.1. The current “new notes” feature of OSCAD will activate to alert the communicator.
- 7.4.5.2. An exception error will be written into the C2C error log files.
- 7.5. The C2C Service shall support the ability to receive both new and updated *DetailedCFSInformation* transactions from CADfusion.
- 7.5.1. Upon receiving a *DetailedCFSInformation* transaction from CADfusion and only after the transaction has been successfully processed, the C2C Service will send a *DetailedCFSInformation Response* transaction to CADfusion.
- 7.5.2. *DetailedCFSInformation* updates from CADfusion shall be partial record transactions containing only the required call identification elements and the changed data elements.
- 7.5.3. If data is required to be truncated within the OSCAD system to accommodate OSCAD field size, the *DetailedCFSInformation Response* transaction will contain the truncated data values. This is important for the business logic of CADfusion to work correctly when comparing data.
- 7.5.3.1. Any field that is truncated in OSCAD will cause a new note to be appended to the CAD event that indicates the original field value as provided by CADfusion.
- 7.5.4. The C2C Service will validate new incoming addresses against the centerline using standard address validation routines currently available in OSCAD.
- 7.5.5. New events that cannot be geo-verified will still be created in OSCAD, but flagged and displayed as a non-verified address using current non-validated address functionality. In such cases, Communicator’s will be responsible for validating the address per agency guidelines.
- 7.5.6. New events will automatically display in the OSCAD **Open Call Queue** as a pending call for dispatch.
- 7.5.7. The C2C Service will accept and process the following changes received in a *DetailedCFSInformation Update* transaction from CADfusion. All update information will be appended to the OSCAD event **Notes** field causing the current “new notes” feature of OSCAD to activate to alert the communicator.
- Location changes
 - Business site name changes
 - Nature Code changes
 - New notes

8. Unit Status Updates

- 8.1. The C2C Service shall support the ability to send unit status information to CADfusion using the required *UnitStatusUpdate* transaction.

- 8.1.1. A *UnitStatusUpdate* transaction will occur for all units defined in the OSCAD system. This process makes the unit status available in CADfusion for other data sharing task that may be configured from within CADfusion using CADfusion business logic.
- 8.1.2. If the status update is related to a current live OSCAD event, the transaction must include the transaction ID of the associated *DetailedCFSInformation* transaction record.
- 8.1.3. The C2C Service will send a *UnitStatusUpdate* transaction to CADfusion for units that are marked as only being Out of Service (non-call for service related) and not available for unit recommendation. Units that are Out-of-Service, but available for recommendation, will not generate a *UnitStatusUpdate* transaction.
- 8.1.4. The C2C Service will generate the *UnitStatusUpdate* transaction promptly after the unit status change occurs in OSCAD.
- 8.1.5. The C2C Service will expect CADfusion to return a *UnitStatusUpdate Response* transaction within the allotted time specified in Section 4.8.
- 8.1.6. If no response is received within the allotted time specified in Section 4.8 and the status is related to a current OSCAD event, the C2C Service will append a comment to the OSCAD event indicating that the event status failed to transfer and alternative actions should be taken.
 - 8.1.6.1. For reference, the comment will include the unit number.
 - 8.1.6.2. The current “new notes” feature of OSCAD will activate to alert the communicator.
 - 8.1.6.3. An exception error will be written into the C2C error log files.
- 8.1.7. If no response is received within the allotted time specified in Section 4.8 and the status is not related to a current OSCAD event, the C2C Service will return a warning message back to the originating dispatch console indicating that the C2C status update failed to transfer.
 - 8.1.7.1. For reference, the warning message will include the unit number.
 - 8.1.7.2. An exception will be written into the C2C error log files.
- 8.2. The C2C Service shall support the ability to receive *UnitStatusUpdate* transactions from CADfusion.
 - 8.2.1. Upon receiving a *UnitStatusUpdate* transaction, the C2C Service will send a *UnitStatusUpdate Response* transaction to CADfusion.
 - 8.2.2. Whether the unit status record is accepted by OSCAD wholly, partly, or rejected; once received and processed the *UnitStatusUpdate Response* transaction will include the resulting OSCAD unit status for the unit.
 - 8.2.3. If a unit is placed out of service by another CAD system and there is no linked OSCAD event, the C2C Service will automatically place the unit out of service in OSCAD using the default out of service code specified in Section 4.3. The unit shall remain out of service until placed in service by the OSCAD user or CADfusion submits a *UnitStatusUpdate* transaction indicating that the unit is available.
 - 8.2.4. The C2C Service shall support the ability to allow other CAD systems to change the response status (i.e. En Route, Arrive, Clear, Etc.) of a shared unit in OSCAD if the unit is currently dispatched to a linked C2C event.
 - 8.2.4.1. The C2C Service will enforce status code integrity by using the same rules currently used by OSCAD.
 - 8.2.4.2. The time stamp for the status change in OSCAD shall be the time the status changed in the OSCAD system.
 - 8.2.4.3. The ability to enable or disable this functionality is dependent upon CADfusion configuration.

9. Resource Request

- 9.1. The C2C Service shall support the ability to send resource request transactions to CADfusion using the required *UnitStatusUpdate* transaction. This feature is used when specific resources from other CAD systems are needed.
 - 9.1.1. The sending of a resource request transaction will automatically occur when a non-owned unit is dispatched from within the OSCAD system.
 - 9.1.2. If there is already an active C2C event, the C2C Service will only send a *UnitStatusUpdate* transaction to CADfusion for the unit being dispatched and requested.
 - 9.1.3. If there is no active C2C event, a *DetailedCFSInformation* transaction will first be provided to CADfusion followed by the *UnitStatusUpdate* resource request transaction.
 - 9.1.4. The *UnitStatusUpdate* transaction will indicate that the transaction is a unit resource request transaction (i.e. ResponseCode=Request).

- 9.1.5. The non-owned unit that is dispatched by OSCAD will formally be marked as “Dispatched” in the OSCAD system, but will visually display a Pending Dispatch [**PD**] flag in the **Active Units** and **Combined Active and Available Units window**. This visually indicates to the OSCAD user that the unit is dispatched in OSCAD, but the actual dispatch by the unit’s home CAD system is still pending. The flag serves no other purpose.
- 9.1.6. The C2C Service will expect CADfusion to return a *UnitStatusUpdate Response* transaction within the allotted time specified in Section 4.8.
- 9.1.7. If no response is received, the C2C Service will append a comment to the event indicating the resource request failed to transfer and alternative transfer actions should be taken. For reference, the comment shall contain the OSCAD unit code that failed to transfer.
 - 9.1.7.1. The current “new notes” feature of OSCAD will activate to alert the communicator.
 - 9.1.7.2. An exception error will be written into the C2C error log files.
- 9.1.8. If the requested resource is dispatched, CADfusion will send a *UnitStatusUpdate transaction* to the C2C Service indicating that the unit was dispatched. This will result in the following:
 - 9.1.8.1. The visual [**PD**] flag automatically being removed.
 - 9.1.8.2. Comments being added to the OSCAD event indicating that the requested unit was dispatched.
 - 9.1.8.3. The current “new notes” feature of OSCAD will activate to alert the communicator.
- 9.1.9. If the requested resource is rejected, CADfusion will send a *UnitStatusUpdate* transaction to the C2C Service indicating that the unit request was rejected. This will result in the C2C Service appending a comment to the OSCAD event indicating that the requested unit was rejected.
 - 9.1.9.1. The current “new notes” feature of OSCAD will activate to alert the communicator.

Note: Rejected responses will not invoke any additional automation by OSCAD. When a rejected response is received, the Communicator shall react according to agency guidelines. Such reaction may involve making an alternative resource request, dispatching a replacement unit, or no action.
- 9.2. The C2C Service shall support the ability to receive resource request *UnitStatusUpdate* transactions from CADfusion. This feature is used when specific OSCAD resources are being requested by other CAD systems.
 - 9.2.1. Upon receiving a resource request from CADfusion, the C2C Service will send a *UnitStatusUpdate Response* transaction to CADfusion.
 - 9.2.2. Specific resource request will be processed and displayed in OSCAD **Unit Recommend** in the same similar manner used when recommending **Specific Unit** units. Unselecting the resources from the unit recommendation window will result in an automatic denied *UnitStatusUpdate* transaction being sent to CADfusion (i.e. ResponseCode = Deny).
 - 9.2.3. If the requested resource is dispatched in OSCAD, the C2C Service will send a *UnitStatusUpdate* transaction to CADfusion indicating dispatch of the unit and the resource request has been granted (ResponseCode = Grant).

10. AVL Functionality

- 10.1. SunGard shall support AVL interaction for non-owned units whose AVL coordinates are reported to OSCAD by CADfusion. Minimal functionality shall include:
 - 10.1.1. Automatic Map Display
 - 10.1.2. Inactive AVL Unit Display
 - 10.1.3. Find Unit
 - 10.1.4. Unit Tracking
 - 10.1.5. Chase Mode
- 10.2. The C2C Service shall support the ability to send AVL updates to CADfusion using the required *UnitAVLUpdate* transaction.
 - 10.2.1. A *UnitAVLUpdate* transaction will occur for all Customer owned AVL units in the OSCAD system. This process makes the AVL data available in CADfusion for other data sharing task that may be configured from within CADfusion using CADfusion business logic.
 - 10.2.2. The C2C service will generate *UnitAVLUpdate* transactions to CADfusion at the specific time intervals as defined in Section 4.9.

- 10.2.3. *UnitAVLUpdate* transactions must be full record – not partial as with some other transactions. Unknown speed and heading values shall be recorded as zero.
- 10.2.4. The C2C Service will expect CADfusion to return a *UnitAVLUpdate Response* transaction within the allotted time specified in Section 4.8.
- 10.2.5. If a response is not received, the C2C Service will only write an exception error into the C2C error log files.
- 10.3. The C2C Service will support the ability to receive *UnitAVLUpdate* transactions from CADfusion.
 - 10.3.1. Upon receiving a *UnitAVLUpdate* transaction from CADfusion, the C2C Service will send a *UnitAVLUpdate Response* transaction to CADfusion indicating the transaction was received.
 - 10.3.2. The C2C Service will update the unit's AVL location in OSCAD so that the unit's last known location is available for display within OSCAD.

11. System Refresh

- 11.1. The C2C Service shall support the ability to send a system refresh request to CADfusion using the required *RefreshRequest* transaction. This feature is used to synchronize CADfusion and OSCAD should the systems become out of synch.
 - 11.1.1. A **C2C Refresh** option shall be provided that gives the OSCAD user the ability to initiate a *RefreshRequest* transaction on demand if needed.
 - 11.1.2. The C2C Service will expect CADfusion to start providing a *RefreshRequest Response* transaction within the allotted time specified in Section 4.8. The response shall be made up of the following:
 - 11.1.2.1. A *DetailedCFSInformation* transaction for each CAD interfacing event; AND
 - 11.1.2.2. A *UnitStatusUpdate* transaction for each CAD interfacing unit; AND
 - 11.1.2.3. A *RefreshEnd* transaction indicating the end of the CADfusion response transaction.
 - 11.1.3. Upon receiving a *RefreshEnd* transaction from CADfusion, a notification message will display indicating to OSCAD users that the refresh transaction is complete.
 - 11.1.4. If no response is received, a notification warning message will display at all OSCAD consoles warning that C2C is unable to synchronize with CADfusion and to take appropriate actions. An exception will then be written into the C2C error log files.
- 11.2. The C2C Service shall support the ability to receive *RefreshRequest* transactions from CADfusion.
 - 11.2.1. Upon receiving a *RefreshRequest* transaction from CADfusion, the C2C Service will send a *RefreshRequest Response* transaction to CADfusion that is made up of the following:
 - 11.2.1.1. A *DetailedCFSInformation Response* transaction for each OSCAD event; AND
 - 11.2.1.2. A *UnitStatusUpdate Response* transaction for each OSCAD unit; AND
 - 11.2.1.3. A *RefreshEnd* transaction indicating the end of the OSCAD response.
 - 11.2.2. Partial responses are not allowed when providing a *RefreshResponse* transaction. All responses must be full record.
 - 11.2.3. At the conclusion of providing the response transaction, the C2C Service will automatically send a *RefreshRequest* transaction to CADfusion. This allows the OSCAD system to become synchronized with CADfusion.

12. Transfer of Manually Entered CAD Notes

- 12.1. A **Notify Call Transfer Partners** checkbox will be provided on the CAD **Add Remarks** window that allows the communicator to control the sending of new call notes to other CAD systems.
- 12.2. A **Systems Option** switch will be provided that allows the SA to set the default value for the **Notify Call Transfer Partners** option in OSCAD.
- 12.3. For notes that are intended to be transferred to other CAD systems, the C2C Service shall populate a new privacy note element that will be added to the *DetailedCFSInformation* transaction by FATPOT. The value of this element will be used by CADfusion to determine if the new notes should be transferred to the other CAD systems or not.

Special Note: FATPOT advised SunGard on 11/1/12 that the element name and value requirements are forthcoming by FATPOT and will be provided in the very near future.

13. Business Site Handling

- 13.1. When sending a new *DetailedCFSInformation* transaction to CADfusion, the site name as stored in the OSCAD **Busi** field will be included in the transaction.
 - 13.1.1. The business name will populate the following XML element:
DetailedCFSInformation/ServiceCall/ServiceCallResponseLocation/LocationName
- 13.2. When receiving a *DetailedCFSInformation* transaction from CADfusion:
 - 13.2.1. The business site name as reported by the other CAD system will always be stored in the OSCAD event notes.
 - 13.2.2. If OSCAD has only one site defined at the specified address, the OSCAD site name will display in the OSCAD **Busi** field. This is necessary so that site premise information stored in OSCAD continues to display.
 - 13.2.3. If OSCAD has multiple sites defined at the specified address, the site name provided by CADfusion will populate the OSCAD **Busi** field and will display as a non-validated site name.
 - 13.2.4. If OSCAD has no site defined at the specified address, the site name provided by CADfusion will populate the OSCAD **Busi** field and will display as a non-validated site name.

14. General Notification Messages

- 14.1. Using transaction messages provided by CADfusion, the following information messages will automatically append to the OSCAD event causing the current “new notes” alert feature of OSCAD to activate.
 - 14.1.1. **Notification of Successful Transfer** – This notification occurs after an OSCAD event is directed to another CAD system and a *DetailedCFSInformation Response* or update transaction is received containing the other CAD systems CAD incident number. The other CAD systems incident number shall be included in the notes.
 - 14.1.2. **Notification of First Dispatch** – This one-time notification occurs just as soon as CADfusion reports the dispatch of any unit to the event. The notification will occur when one of the following occurs – whichever occurs first:
 - 14.1.2.1. If the other CAD system dispatches a non-shared unit and CADfusion provides a *DetailedCFSInformation Update* transaction that includes a call note indicating that an unmapped unit was dispatched.
 - 14.1.2.2. If the other CAD system dispatches a shared unit and CADfusion provides a *UnitStatusUpdate* transaction.
 - 14.1.3. **Notification of Transfer Failure** – This one-time notification occurs when an OSCAD event is directed to another CAD system and CADfusion fails to respond.
 - 14.1.4. **Notification of Nature Code Change** – This notification occurs when the other CAD system that originated the event changes the nature code causing CADfusion to send an updated *DetailedCFSInformation* transaction to the C2C Service.
 - 14.1.5. **Notification of Location Change** – This notification occurs when the other CAD system that originated the event changes the incident location causing CADfusion to send an updated *DetailedCFSInformation* transaction to the C2C Service.
 - 14.1.6. **Notification of Business Name Change** – This notification occurs when the other CAD system that originated the event changes the business name causing CADfusion to send an updated *DetailedCFSInformation* transaction to the C2C Service.
 - 14.1.7. **Notification of New Notes** – This notification occurs when the other CAD system enters and directs new notes to the OSCAD system causing CADfusion to send an updated *DetailedCFSInformation* transaction to the C2C Service.
 - 14.1.8. **Notification of Closed Call** – This notification occurs when the other CAD system closes or cancels their linked C2C event causing CADfusion to send an updated *DetailedCFSInformation* transaction to the C2C Service.
- 14.2. General notification messages shall be designed similar to the general notes functionality found in the current SunGard C2C product.

15. Mobile Functionality

15.1. Modification to mobile functionality shall be provided so that status changes and new events created by a mobile unit are properly processed by the C2C Service as outlined in this SOW.

Requirements and Assumptions

1. SunGard reserves the right to make final cosmetic and functional design changes necessary to meet the objectives outlined in this SOW and to preserve current functionality within the product.
2. Customer is responsible for any network configuration needed to ensure communications between the SunGard products and CADfusion.
3. SunGard is only providing a custom software enhancement to OSCAD and SunGard C2C as outlined in this SOW. Customer agrees to be responsible for any additional hardware or software that may be required for this project.
4. Development outlined in this SOW shall only apply to the SunGard ONESolution CAD product.
5. All cost provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any third party costs required for the completion of the project have not been included in SunGard's pricing.
6. Functionality not specifically listed in this SOW is considered to be out of scope. Additional functionality may require additional scope and funding.
7. All equipment and technical references needed to develop this interface shall be provided to SunGard at no cost or purchased by the customer and provided to SunGard.
8. Screenshot examples and diagrams in this document are illustrative examples only and not intended to be a graphical representation of the final work.
9. Customer agrees to participate in the initial development testing. Such testing allows SunGard to make final adjustments needed to meet objectives outlined in this SOW.
10. Features outlined in this SOW are dependent upon third party applications that are outside of SunGard's responsibility. Customer is responsible for ensuring all necessary third party applications are properly installed, configured, and maintained.
11. A qualified FATPOT Technologies representative or authorized agent must perform any and all CADfusion setup and configurations.
12. The SunGard C2C Service shall run on a designated PC or server and requires:
 - .NET 4.0 Framework
 - Connection to the OSCAD network and CADfusion network.
13. SunGard is not responsible for failed transactions resulting from network communications, network peripherals, or third party applications.
14. It is recommended that the Customer create agency guidelines specific to C2C operation.
15. SunGard CAD events received from CADfusion that do not geo-verify against the centerline will appear as a non-validated address and will require manual validation by the OSCAD CAD user. To reduce cases of invalid addresses, it is recommended that mutually shared street names and addresses be consistent between all CAD systems.
16. For cases where received events cannot be mapped to an OSCAD nature code, the C2C Service will continue creating the CAD event using the default service type nature code for the services being requested. Such cases must be addressed and corrected by the Communicator. This may involve calling the other dispatch center to clarify what services are needed.
17. The Pending Dispatch flag as outlined in Section 9.1.5 is only a visual flag reminder for the Communicator and serves no other functional purpose. This flag should not be confused as being an OSCAD status code.
18. OSCAD will process resource request messages from CADfusion using current specific unit recommend functionality. Therefore, such resources will be "in addition" to whatever is required by the response plan. This method allows other CAD systems to specify the exact apparatus needed that may or may not be part of the other CAD systems unit recommendation.
19. If a requested resource is rejected by the other CAD system, the OSCAD Communicator will be responsible for taking appropriate actions. Such action may include making an alternative resource request, dispatching a replacement unit, or no action.
20. All code translations between CAD systems will be configured and processed by CADfusion.
21. All rules and filters for deciding what data to exchange with other CAD systems shall be configured and maintained by CADfusion.
22. All filtering to determine what information each agency will be able to view will be handled and controlled within the FATPOT provided solution. Any changes to the filtering as mutually agreed by participating PSAP's shall be accommodated by administrator

configuration changes to the FATPOT solution and shall not require reprogramming on the part of either CAD provider. For example, if two CAD system administrators reach a mutually agreeable decision to allow the viewing of law enforcement resources and the status of those resources, then this configuration would be accomplished within CADfusion.

23. The ability to prevent other CAD systems from taking non-owned units out of service for reasons other than calls for service shall be managed by CADfusion business rules or mutually agreed upon PSAP operational policies.
24. The ability to automatically transfer an OSCAD event to another CAD systems based on data contained in the *DetailedCFSInformation* record, shall be configured and processed by CADfusion.
25. The use of AVL features outlined in this document requires that the customer purchase or already be properly licensed for SunGard AVL.

Training

End User training for this project will be provided as part of the training services listed in the overall contract.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein. Payment terms shall also be as provided therein.

Contract Terms

The project detailed within this SOW shall be governed by the terms of the Software License and Services Agreement to which this SOW is attached (as well as the Software Maintenance Agreement with respect to the provision of maintenance services).

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer that sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances, but in no event longer that sixty (60) days) acceptance period shall begin in accordance with these provisions.

Coplink Warrant Query

Executive Summary

Costa Mesa Police Department, CA (Customer) has requested that SUNGARD PUBLIC SECTOR INC. (SunGard) provide a written quote and Scope of Work (SOW) ordering SunGard to undertake the application software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Client Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.

2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

The customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

SunGard Responsibilities

1. Provide the Customer with a detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the customer:

1. When a CLETS/NCIC wanted person query is run from CAD/RMS/MCT/JMS, SunGard will perform a structured query against the Coplink system with the same query criteria (name/race/sex/dob).
2. If a matching record or records are found within Coplink, a text message summary of the matching record(s) will be formatted and sent back to the requestor.
3. The text message summary that is sent back to the requestor will appear as a message in their NCIC response queue (similar to how CLETS/NCIC responses appear).

Requirements and Assumptions

1. SunGard expects to establish a direct ODBC query connection to the Coplink system for this warrant query.

2. If Coplink is unable to provide an ODBC connection (i.e. SQL Server direct access), then **additional costs** would be need to be estimated and charged for other access approaches (ex. web service, function call in a provided DLL, etc).
3. It is assumed that Coplink will provide appropriate security access to the tables/views necessary for SunGard to provide the query and results described in the specifications.
4. It is assumed that Coplink will share appropriate structure information with SunGard for the tables/views that will need to be queried to meet the specifications described above.
5. All hardware/network connectivity between the customer's message switch and the Coplink is the responsibility of the customer.

Training

End User training for this project will be provided as part of the training services listed in the overall contract.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein. Payment terms shall also be as provided therein.

Contract Terms

The project detailed within this SOW shall be governed by the terms of the Software License and Services Agreement to which this SOW is attached (as well as the Software Maintenance Agreement with respect to the provision of maintenance services).

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer that sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then

Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

GIS SOFTWARE SUPPLEMENT

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

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

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

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

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

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

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

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

(Police to Police) DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

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

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

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

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

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

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

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

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

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

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

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

5. User Responsibilities.

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

alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

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

("SunGard Public Sector")

AND

City of 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

BY: 

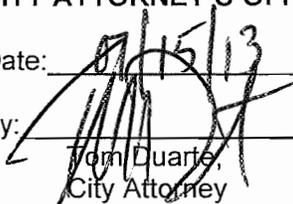
PRINT NAME: Tom Hatch

PRINT TITLE: Chief Executive Officer

DATE SIGNED: 7/12/13

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

Date: 7/15/13

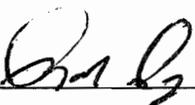
By: 
Tom Duarte,
City Attorney

SunGard Public Sector Inc.

BY: 

PRINT NAME AND TITLE: Jillian Macau, Vice President Support Operations
Sungard Public Sector Inc

DATE SIGNED: 7/23/13

BY: 

PRINT NAME AND TITLE: Ray Perkey, Vice President Professional Services
Sungard Public Sector Inc

DATE SIGNED: 7/23/13

ATTEST:
Date: _____

By: _____
Brenda Green, City Clerk

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

Ray Perkey, Vice President Professional Services
Sungard Public Sector Inc

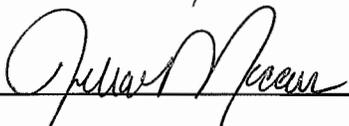
AND TITLE: _____

PRINT TITLE: Mayor

DATE SIGNED: _____

DATE SIGNED: 7/2/13

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

BY:  _____

PRINT NAME

Jillian Macau, Vice President Support Operations
Sungard Public Sector Inc

AND TITLE: _____

Date: _____

By: _____

Tom Duarte,
City Attorney

DATE SIGNED: _____

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 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.

Customer: City of Costa Mesa, A California Municipal Corporation

EXHIBIT 1

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

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
6	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE	1,440.00	7x24
7	MCT-AVL-CLIENT-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		
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	4,960.00	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- MOBLAN VERSION	1,600.00	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		
1	MCT-SWI-T4	STATE/NCIC MESSAGING SOFTWARE	1,440.00	7x24
		Web Based Applications		
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		
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)	\$ 118,966.00	

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.
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.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
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.