

**AMENDMENT #2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE
MAINTENANCE AGREEMENT**

CITY OF COSTA MESA
("Customer")

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement and Software Maintenance Agreement with an Execution Date of July 23, 2013 (collectively, the "Agreements") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) The following Component Systems have been deleted from the Agreement:

Qty	Part #	Component System	License Fee
1	CAD-INT-C2C	Computer Aided Dispatch CAD 2 CAD	\$ 7,000.00
		Records Management System	
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE WORKSTATION	800.00
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE	800.00
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE	
		Subtotal	1,300.00
1	DISCOUNT	APPLIED CONTRACT DISCOUNT	\$ 9,900.00
		TOTAL LICENSE FEE	\$ (2,970.00)
			\$ 6,930.00

The parties hereby terminate Customer's license to use the terminated Component Systems. Customer agrees to destroy or return the terminated Component Systems to SunGard Public Sector. In the event Customer elects to re-license the terminated Component Systems in the future, they shall be licensed at the fees in effect at that time. Customer has paid the amounts of six thousand nine hundred thirty dollars (\$6,930.00) towards the purchase of the terminated Component Systems. SunGard Public Sector agrees to credit the Customer's account in this amount to be used towards future Component Systems. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Component Systems.

(b) The following Services have been deleted from the Agreement:

Qty.	Part #	Description	Project Management	Implementation	Custom Modification
		COPLink WARRANT QUERY			
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR COPLink INTERFACE	\$ 3,840.00		
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES Custom Modifications		\$ 2,800.00	
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY			\$ 10,000.00
		TOTAL SERVICES FEE:	\$ 3,840.00	\$ 2,800.00	\$ 10,000.00

Customer has paid the amounts of seven thousand seven hundred forty dollars (\$7,740.00) towards the purchase of the deleted Services. SunGard Public Sector agrees to credit the Customer's account in this amount to be used towards future Component Systems. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the deleted Services.

The Software Maintenance Agreement is amended and modified as follows:

(c) The following Maintenances have been deleted from the Agreement:

Qty	Part #	Component System	Initial Payment Amount	Support Type
		Computer Aided Dispatch		
1	CAD-INT-C2C	CAD 2 CAD	\$ 1,120.00	7x24
		Records Management System		
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE WORKSTATION	128.00	7x24
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE	128.00	7x24
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE		
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE	208.00	7x24
		Custom Modifications		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY	1,600.00	7x24
		PAYMENT AMOUNT	\$ 3,184.00	

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

City of Costa Mesa, CA

BY: Mike James
 PRINT NAME: Mike James
 PRINT TITLE: Commander
 DATE SIGNED: 10-24-14

SunGard Public Sector Inc.

BY: Lisa Neumann
E4E503AE4002479
 PRINT NAME: Lisa Neumann
 PRINT TITLE: Controller
 DATE SIGNED: 7/25/2014