

AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE MAINTENANCE AGREEMENT

WILLIAMSON COUNTY, TX
("Customer")

and

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

Contract # 100273

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement and Software Maintenance Agreement with an Execution Date of March 30, 2010 (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 Custom Modification has been deleted from the Agreement:

Qty	Part #	Custom Modifications
		Standard Interfaces
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application

Qty	Part #	Custom Modifications
		Custom Enhancements
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status

The parties hereby terminate Customer's license to use the terminated Custom Modification. Customer agrees to destroy or return the terminated Custom Modification to SunGard Public Sector. In the event Customer elects to re-license the terminated Custom Modification in the future, they shall be licensed at the fees in effect at that time. Customer was not billed and has not paid any amounts towards the purchase of the terminated Custom Modification. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Custom Modification System.

(b) The following Component Systems have been added to the Agreement ¹:

	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Williamson County	\$ 22,500.00
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Round Rock, TX	22,500.00
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Georgetown, TX	22,500.00
		Subtotal	\$ 67,500.00
1	DISCOUNT	DISCOUNT	(67,500.00)
		TOTAL LICENSE FEE	-

Note: See also Long Descriptions on Attachment 1.

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.

(c) The following Services have been added to the Agreement:

Qty.	Part #	Description	Project Management & Professional Services
		CAD Implementation Services	
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT	\$ 9,600.00
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES IMPLEMENTATION FOR FATPOT	20,400.00
		Subtotal	\$ 30,000.00
1	DISCOUNT	DISCOUNT	\$ (16,500.00)
		TOTAL SERVICES FEE:	\$ 13,500.00

Note: See also Long Descriptions on Attachment 1.

Notes to Services Table:

¹ Pricing is a “not to exceed” amount based on the Services set forth herein. The total amount that Customer will pay for these services (i.e., the “TOTAL SERVICES FEE”) will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to cooperate with SunGard Public Sector and/or perform its responsibilities as reasonably required through the course of the project.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Budget Order, as amended and in effect at the time expenses were incurred. SunGard Public Sector's Travel and Expense will be invoiced on a monthly basis in arrears and due and payable as set forth in the Agreement.

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:

Project Management & Professional Services Fees: Due on completion

The Software Maintenance Agreement is amended and modified as follows:

(d) The Software Maintenance is hereby amended to delete the following Component System:

Qty	Part #	Custom Modifications	Current Annual Maintenance*	Support Type
		Standard Interfaces		
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application	1,200.00	5x8
		Custom Enhancement		
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status	7,200.00	7x24

(e) The Software Maintenance is hereby amended to add the following Component System:

	Part #	Component System	Current Annual Maintenance	Support Type
		Computer Aided Dispatch		
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Williamson County	\$ 3,600.00	5x8
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Round Rock, TX ¹	3,600.00	5x8
1	CAD-FATPOT-INT	FATPOT CAD2CAD - Georgetown, TX ²	3,600.00	5x8
		CURRENT ANNUAL MAINTENANCE AMOUNT	\$ 10,800.00	

Application Support Fees: The Current Annual Maintenance will be invoiced pro-rata to coincide with Customer current support term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Notes to Maintenance Table:

¹The maintenance fee of \$3,600.00 shall be billed to City of Round Rock, TX. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change. Notwithstanding, Customer shall remain responsible in the event of non-payment.

²The maintenance fee of \$3,600.00 shall be billed to City of Georgetown, TX. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change. Notwithstanding, Customer shall remain responsible in the event of non-payment.

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.

Williamson County, TX

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Sungard Public Sector Inc.

BY:  _____
E4F503AE4002479...

PRINT NAME: Lisa Neumann

PRINT TITLE: Controller

DATE SIGNED: 6/3/2014

Attachment 1**Long Descriptions:**

Part Number: CAD-INT-FATPOTC2C

Description: FATPOT CAD2CAD – WILLIAMSON COUNTY

Long Description: This is a CAD-to-CAD (C2C) interface between OSCAD and FATPOT Technologies CADfusion software. CADfusion is the middleware application (C2C Hub) designed to link multiple and different CAD systems together for the purpose of exchanging and disseminating CAD information between each other. Each CAD system will interface only with CADfusion. CADfusion is then configured by FATPOT to interpret and process incoming and outgoing transactions between each CAD system.

Features and functionality have been developed using the FATPOT CADfusion 1.1 interface package provided by FATPOT Technologies and includes the FATPOT Technologies CAD to CADfusion Interface Specification, Version 1.1.4 dated 1/6/2012.

- Requirements include:
 - The SunGard C2C service must run on a designated PC or Server and requires:
 - .NET 4.0 Framework
 - Connection to the OSCAD network and CADfusion network

Part Number: CAD-INT-FATPOTC2C

Description: FATPOT CAD2CAD – ROUND ROCK, TX

Long Description: This is a CAD-to-CAD (C2C) interface between OSCAD and FATPOT Technologies CADfusion software. CADfusion is the middleware application (C2C Hub) designed to link multiple and different CAD systems together for the purpose of exchanging and disseminating CAD information between each other. Each CAD system will interface only with CADfusion. CADfusion is then configured by FATPOT to interpret and process incoming and outgoing transactions between each CAD system.

Features and functionality have been developed using the FATPOT CADfusion 1.1 interface package provided by FATPOT Technologies and includes the FATPOT Technologies CAD to CADfusion Interface Specification, Version 1.1.4 dated 1/6/2012.

- Requirements include:
 - The SunGard C2C service must run on a designated PC or Server and requires:
 - .NET 4.0 Framework
 - Connection to the OSCAD network and CADfusion network

Part Number: CAD-INT-FATPOTC2C

Description: FATPOT CAD2CAD – GEORGETOWN, TX

Long Description: This is a CAD-to-CAD (C2C) interface between OSCAD and FATPOT Technologies CADfusion software. CADfusion is the middleware application (C2C Hub) designed to link multiple and different CAD systems together for the purpose of exchanging and disseminating CAD information between each other. Each CAD system will interface only with CADfusion. CADfusion is then configured by FATPOT to interpret and process incoming and outgoing transactions between each CAD system.

Features and functionality have been developed using the FATPOT CADfusion 1.1 interface package provided by FATPOT Technologies and includes the FATPOT Technologies CAD to CADfusion Interface Specification, Version 1.1.4 dated 1/6/2012.

- Requirements include:
 - The SunGard C2C service must run on a designated PC or Server and requires:
 - .NET 4.0 Framework
 - Connection to the OSCAD network and CADfusion network

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

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

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Implementation of FatPot.

Exhibit A