

Williamson County, Texas
CryWolf® False Alarm Tracking and Billing System
Software and Services Description
(Firm for 90 Days from 1/1/10)

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Attachment A – Recommended Minimum Hardware Specifications

Attachment B – Standard CryWolf® Training Sessions

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1 INTRODUCTION

Public Safety Corporation (PSC) is pleased to provide this Statement of Work (SOW) covering the software and services to be provided in the CryWolf® False Alarm Tracking and Billing System Implementation project for Williamson County, Texas. This document outlines the proposed Project Plan. This Plan describes the proposed deliverables, and the tasks required to fulfill each.

This document describes all deliverables required. If a service or software product is not described in this document, then it will not be provided within the scope of the proposed project. The terms and conditions of the software licenses described herein are included in a separate Annual End User Software License and Maintenance Agreement.

The project is a joint effort between SunGard, PSC and Williamson County. As Prime Contractor, SunGard will direct the overall project. PSC will supply, configure and install the CryWolf® False Alarm Tracking and Billing software. PSC will also provide software installation and onsite Williamson County staff training and offsite post-installation support services, which may include telephone and email conversations, as well as web-based post-installation support. SunGard and/or Williamson County will be responsible for providing all necessary computer hardware, operating system and database (MS SQL Server) software, system operating personnel, and post-installation system backup and recovery services. Williamson County will use a SunGard-provided CryWolf interface to extract a daily false alarm data file from its SunGard CAD 911 System for processing by CryWolf®. The project will be considered successfully completed when all deliverables have been provided and accepted by Williamson County.

The purpose of this project is to reduce the operating costs and administrative time, and increase the revenue from Williamson County's false alarm cost recovery program. Williamson County has determined that converting current false alarm registration information, and replacing existing tracking and billing functions will help accomplish this. These objectives will be achieved using modifiable commercial off-the-shelf (COTS) CryWolf® Alarm Tracking and Billing software developed by PSC.

2 General Company Information

Public Safety Corporation (PSC) was established in 1999 as the public safety arm of AOT, a large engineering services company, started in 1984. For ten years, PSC has provided false alarm management solutions to local governments across the country. PSC is now recognized as the nation's leader in false alarm management technology, with its proprietary software, CryWolf® (U.S. Patent No. 6,856,246).

CryWolf® has been selected by more than 170 agencies covering more than 400 cities, counties and other municipalities throughout the United States and Canada.

CryWolf® has interfaced with SunGard CAD/911 systems for more than eight years and in nearly 40 jurisdictions. This interface is based on proprietary and seamless data transfer utilities developed by SunGard and PSC.

CryWolf® false alarm system clients range in population size from under 25,000 to nearly 4,000,000. In every case, PSC technology and services have helped jurisdictions reduce false alarms, increase collections and improve efficiency.

PSC has over twenty-five people assigned to alarm administration and support. The company is financially strong and has invested in significant technical infrastructure to support its clients. The

adequacy of these resources is best demonstrated through PSC's ability over a ten year period to successfully manage many simultaneous projects.

3 SOFTWARE SOLUTIONS DETAILS

PSC proposes to install its state-of-the-art alarm tracking and billing system known as CryWolf®. CryWolf® is a table-driven, modular, high volume, transaction-based, alarm management system. Its unique, yet flexible design helped make CryWolf® the only patented (U.S. Patent No. 6,856,246) Alarm Response system available. This patent also helps to ensure that the technology in use by the Williamson County Program does not infringe on the intellectual property rights of other technology companies.

3.1 Software Overview

CryWolf® has a number of proven, sophisticated components and subsystems, which are readily tailored to Williamson County's requirements. CryWolf® is a complete .NET application that provides a Windows-based, client/server program combining networked, PC-based software and a central open architecture Microsoft® SQL Server (or Oracle) database system. This dynamic structure is the basis for our ability to easily interface the system with other Williamson County systems and to continuously upgrade the system to state-of-the art technology.

The system includes the following main components designed to fully support the Williamson County alarm management requirements:

- **Flexible, Alarm Ordinance Provisions and Business Rules** – CryWolf includes nearly 300 user defined drop-down menus, check box options and table-driven schedules to allow easy setup of initial business/ordinance rules and fast changes when rules change;
- **Alarm System Permitting, Renewal and Revocation** – CryWolf® tracks and permits alarm systems including the renewal and revocation of alarm system permits, maintains keyholder information, and identifies non-registered locations. Outstanding charges are automatically tracked for all accounts regardless of registration. Data is easily accessed by a variety of search fields to facilitate inquiry.
- **Geo-validation of Permit Registration Addresses** - CryWolf® provides built-in address validation using ESRI-standard shp files or address data files.
- **Alarm Company and Alarm Agent Permitting, Renewal and Revocation** – CryWolf® tracks and permits alarm companies (linking up to 4 companies to each alarm system) and alarm technicians including the renewal and revocation of alarm dealer and alarm technician permits; and maintains detailed contact and other information for each company and technician.
- **Seamless integration of computer interfaces** — PSC has more experience building, installing and maintaining interfaces in support of alarms processing than any other company. We have developed and installed required interfaces to most major CAD/911 and various financial systems.
- **Automated generation of violation invoices and notices to alarm users** - Our solution automatically generates letters/notices and invoices for false alarm events in accordance with Alarm Ordinance requirements. Our technology maintains an unlimited number of letters with fully customizable content and formats, and supports multiple fee schedules by location; alarm type; and status.
- **Proven Financial Management Tools** – With over one million false alarms processed annually by our technology, we are the proven industry leader in alarms processing and collections. Our solutions include a variety of tools to help collect fees including automated late notices, accounts receivable aging and delinquent account reports, and custom correspondence options.
- **Hearing and Appeal Support** - fully integrated hearing and appeal system that allows for the adjudication of any action for any account.

- **Production of Management Reports** - Our system includes nearly 60 standard financial, management and statistical reports that are easily tailored through date and data filters. Custom reports can also be created by a built-in Report Generator or through third-party report writers such as Crystal Reports. The approach offers flexibility, security and timeliness that no other reporting process provides.
- **Geographic Information System (GIS)-Based Reporting** – CryWolf provides built-in, ESRI-based, GIS reporting of alarm incident and permit locations including the ability to drill-down from map locations to underlying permit data, alarm account histories and supporting incident information.
- **Optional Web-based, fully-interactive alarm registration and renewal** - Secure, online access allows an alarm user to register/renew online and have limited access to update Registration information.
- **Other Optional Online Functions, as required** – Online false alarm payments can be made, alarm companies can review their customer alarm performance and users can attend online alarm schools 24/7.

3.2 CryWolf User and License Types

CryWolf consists of the following modules that may be individually licensed by workstation to provide a highly tailorable operating environment:

- **Full License** – this license provides complete false alarm management functionality including registration and permitting, correspondence management, false alarm tracking and billing, collection and payment management, hearing and appeals, and management reporting. The Full license is generally installed for users with complete alarm enforcement responsibilities, e.g. alarm section, unit or department staff.
- **Registration/Permitting Only License** – this license provides complete registration, permitting, renewal and revocation functionality. The Registration/Permitting license can be installed for staff whose responsibilities include only permit related activities and not false alarm incident tracking and billing.
- **Payment Processing Only License** – this license provides financial management functionality including payment entry, payment processing and collections. The Payment Processing License can be installed for staff whose responsibilities are limited to financial functions, e.g. fiscal unit or finance department. The Payment Processing license is also available with Registration/Permitting functions.
- **View-Only, Inquiry License** – this license provides the ability for a licensed workstation to search the database for alarm locations by full or partial name, address, registration/permit number, phone number and user-defined custom fields. The module also allows selected management reports to be viewed or printed. The Inquiry license can be installed on workstations to meet various administrative or management responsibilities. The View-Only, Inquiry function is also available in an online, web-based version where access by many workstations is required. The online version is licensed on a site-license basis.

CryWolf also offers an **Online, Web-based module** which provides online alarm registration / permitting and renewal; online alarm user access, account review and update; alarm company access and customer account review; online alarm awareness classes / alarm school and optional online alarm fee/fine payments.

3.3 Proposed CryWolf Licenses and Usage

Based on the Williamson County CAD RFP requirements, the Williamson County Alarm Ordinance provisions and Williamson County demographics, we are proposing a complete alarm management system comprised of two (2) Full and two (2) View-Only, Inquiry CryWolf licenses for installation on

two (2) Williamson County workstations with a central (MS SQL Server) alarm database on a Server accessible by the workstations.

4 RESPONSE TO ALARM MANAGEMENT TECHNICAL REQUIREMENTS

In Attachment C, we provide the completed Alarm Tracking and Billing portion of the RFP technical matrix.

5 PROJECT SERVICES

This section describes the specific services and timeline that PSC proposes to provide Williamson County as part of the False Alarm Tracking and Billing System implementation project. These services will be provided directly and managed by PSC. PSC assumes full responsibility for all deliverables that it proposes to provide, and will be the single point of contact for Williamson County on the alarm management portion of the project. PSC is only responsible for providing the products and services described in this section. The project will be divided into four phases: Project Planning and Software Configuration, CAD Alarm Incident File Interface, Installation and Go-Live Preparation, and Post-Implementation Support. This section also describes optional services such as existing permit and alarm data conversion that can be included in the Project if required by Williamson County.

5.1 Project Planning and Software Configuration

Deliverable: Final Project Plan and Schedule
Target Schedule: 2 – 3 Weeks

The objective of Project Planning and Software Configuration is to define initial operating requirements and set realistic goals; communicate effectively; anticipate and respond to changes quickly so that the project is completed on time, on budget and according to specifications.

Project planning and management of the plan will be an integral part of the project. Planning began during the proposal phase and continues throughout implementation of the system.

At the beginning of the project, PSC will review with Williamson County alarm staff the County alarm ordinance provisions, operating requirements and other alarm enforcement rules. PSC will also review County desired correspondence content and formats in order to work with alarm staff in configuring the CryWolf alarm system setup options to County specifications.

5.2 CAD Alarm Incident File Interface

Deliverable: CAD File Interface, accepted by Williamson County
Target Schedule: 2 – 3 weeks

The objective of the CAD Interface configuration phase is to enable the daily import of alarm incident data from the Williamson County SunGard CAD system to CryWolf®.

This phase consists of one (1) main task:

- **CryWolf® Data Import** - Configure the CryWolf®-SunGard alarm data import interface for daily false alarm data files extracted from Williamson County's SunGard CAD System. This interface will consist of PSC's proprietary data transfer routine and SunGard's CryWolf System

interface. The extraction routine will transfer daily alarm incident data, at a set time each day as specified by Williamson County. The extracted data will be in the form of a comma separated, ASCII text file transferred to a Month/Year-designated Folder. This Folder will be at a specific network directory location that is accessible by both CAD and CryWolf®. This file will include the date in its name, so that it can be easily selected by a Williamson County CryWolf® System operator for import and processing by CryWolf®. The data fields in the CAD-extracted file will at a minimum include a unique incident number, incident date, street address, suite or apartment if possible, false alarm clearance code and officer comments. The maximum fields will be limited by the data CryWolf® currently maintains.

PSC tailoring of the data import routine as required, and testing of the alarm file import interface will be performed mainly at PSC offices, except for final complete onsite testing during the completion of CryWolf software installation and training.

5.3 Installation and Go-Live Preparation

Deliverable: Operational System, accepted by Williamson County

Schedule: 3 – 4 weeks

The objective of the Installation and Go-Live Preparation phase is to complete software installation, initial data capture and training to ensure that Williamson County is ready to use the system for generating alarm correspondence and supporting (and/or generating) invoices. Live operation of the system, as evidenced by the CryWolf® -based mailing of correspondence and invoices to alarm users/owners and successful operation will demonstrate final Williamson County system acceptance.

This phase consists of four (4) major activities:

- Install and test CryWolf® software. Two (2) Full licenses (copies) of CryWolf® on Williamson County PC workstations and two (2) Read-Only, Inquiry licenses (copies) will be installed on four administrative workstations. PSC will conduct a final detailed review of the CryWolf® software configuration options, and tailor the Software as necessary to meet Williamson County alarm ordinance and operational specifications;
- Provide operational training – PSC staff will train Williamson County false alarm system administrators and operators in substantially all areas of system configuration (and changes), and system operation. PSC will also train selected Williamson County staff to use other Optional CryWolf® modules such as online functions, as required. The proposed Services include one (1) Administrator Training Session, one (1) End User/Operator Training Session, and one (1) View-Only Inquiry training as described in Attachment B – Standard Training Sessions.
- Monitor system operation – PSC staff will monitor Williamson County staff as they prepare for go-live operation. This will include processing several days of actual alarms, and preparing related correspondence, invoices and reports.
- Cross-over to live production.

5.4 Post-Implementation Support

Deliverable: CryWolf® Software Updates, as available, and Help-desk Telephone and webcast Support of trained Williamson County Operators, as needed

Schedule: Ongoing, in accordance with annual CryWolf® license and maintenance agreement

The objective of Post-Implementation Support is to help ensure the system continues to meet Williamson County False Alarm processing objectives.

Support for one (1) year from the date of live operation (Williamson County false alarm system acceptance) is included in the initial software license. After one year, support is included as part of the annual license and maintenance Agreement. Telephone support is provided M-F, 9am – 5pm, CST, excluding holidays, by help desk personnel who may be reached via a toll-free support number.

5.5 Optional Services

In addition to the core implementation services and timeline described above, PSC is available to provide the following services if required by Williamson County. An estimate of the effort required to accomplish these optional services will be determined after further data specification by Williamson County and SunGard Project management.

- Convert current electronically stored Williamson County non-financial, alarm site and false alarm activation information from an existing (MS Access, MS Excel, ASCII, comma- or fixed-length delimited format) database to the CryWolf Registration/Permit database. The conversion would include only fields maintained by the CryWolf® software. Although PSC will use best efforts to import the existing data, Williamson County is ultimately responsible for validating that the data is complete and accurate after PSC import / conversion to the CryWolf® system.
- Provide CryWolf® Online (modifiable web ASP pages) functionality to allow Alarm Premise (Registration/Permit) data to be entered, updated and renewed securely by alarm users and alarm companies via the internet. Alarm Ordinance and other tailorable information may also be linked to the pages and accessed. An online alarm school is also offered and online payment processing is available.
- Tailor the CryWolf® payment import function to accept payment file(s) from external payment sources such as a Williamson County Finance system, Bank Lockbox, Cashiering system, existing Williamson County Online payment function, etc.
- Tailor the CryWolf® data export function to allow General Ledger summary data to be exported electronically for further processing by the Williamson County General Ledger system.

6 SECURITY

The CryWolf® software includes several features to reduce the likelihood and/or the effectiveness of a system security breach. Access to the software is password protected, and the degree of access (access rights) may be uniquely defined for each user. These access restrictions are in addition to any network, operating system or database security measures established by Williamson County.

7 WILLIAMSON COUNTY RESPONSIBILITIES AND RESOURCES

This section will define Williamson County staff responsibilities in their role as members of the project team. The section also outlines the resources that Williamson County will provide to the project.

7.1 Williamson County Responsibilities

Williamson County responsibilities comprise three main areas:

- Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the alarm management system;
- Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations external to the false alarm unit. At a minimum, this will include the Williamson County Finance Department and Williamson County 911 Communications Services; and,
- Technical support and maintenance of all computer equipment, operating system software, and network components, including at least the backup, disaster recovery and reinstallation, if necessary, of the CryWolf® program, database software, alarm data, and any interfaces with systems external to the CryWolf® Alarm Tracking and Billing System.

7.2 Williamson County Staff Resources

Williamson County shall provide the human resources necessary to assist PSC with the tasks outlined in the Deliverables section above, for the success of the project. These resources are identified by role. The roles may be filled by more than one person and one person may fill multiple roles. The following types of human resources are required:

- Project Manager
- IT Staff (Hardware, Operating System, Network, Installation)
- Database Administrator
- Williamson County Alarm Administrator
- Williamson County Alarm Processor

7.3 Williamson County SYSTEM RESOURCES

Williamson County will provide the physical resources necessary to perform the tasks outlined in the Deliverables section above, for the success of the project. The following types of physical resources are required:

- Computer Server and workstation equipment (for training and operations)
- Network Equipment
- Network, Database and Operating System Software
- ESRI-Standard GIS Map data (if used)

8 PROPOSAL ASSUMPTIONS

8.1 Assumptions

Assumptions are factors that for the False Alarm Tracking and Billing System Implementation project shall be considered to be true, real or certain. The following is a summary of the assumptions that PSC and Williamson County have made about the project.

- The CryWolf® software meets substantially all requirements of Williamson County as outlined in the Williamson County False Alarm Ordinance. This may mean that certain operational activities

of Williamson County Alarm staff may change to accommodate new ways of doing business, in accordance with the CryWolf® software.

- PSC assumes that Williamson County will choose to use MS SQL Server database software. Williamson County will provide the required database licenses, and will install SQL Server on the computer server and workstations designated for CryWolf® false alarm system functions.

Attachment A – Recommended Minimum Hardware Specifications

Server

RAM Memory: 2.0GB

Speed: 2.0GHz

Hard Drive: 80GB (20 GB Free)

CD/DVD

Local Area Network connection to designated workstations

Win2000 / Win2003 Operating System

SQL Server 7, 2000 or 2005 Database Software

Workstations

RAM Memory: 2.0GB

Speed 2.0GHz

Hard Drive: 20GB (500MB Free)

CD/DVD

15" Monitor (1024 x 768 resolution)

Windows 2000, XP and Vista Operating System

At least one workstation should have access to Microsoft Word software to facilitate letter preparation and software support.

ATTACHMENT B – STANDARD TRAINING SESSIONS

Administrator Training Session

This training can take place in a classroom setting or in an office area that would be comfortable for 3 - 4 persons. The Administrator(s) is in charge of setting all of the defaults in the program, providing access rights for users of CryWolf®, making sure that the information set up in maintenance interprets the jurisdictions ordinance, allows for the creation of unlimited letters to be used within the program and other program maintenance functions. The Administrator(s) of the program should also plan on attending the Operator Training so that all aspects will become familiar. This would also allow an Administrator to train additional trainers, if needed (Train the Trainer). Administrator Training takes one to two days, depending on complications with the ordinance and/or conversion of data.

User/Operator (Alarm Management System Operators) Training

The User/Operator Training can take place in a classroom setting or at the actual workstations of the users. Six (6) to seven (7) users and/or administrators is a comfortable number for this training. All aspects of the program are covered, such as entering registrations for alarm companies and registrants with alarm systems, processing alarms, using the payment module, learning about adjudications and appeals, the creation of many built-in reports, methods of making corrections, mapping of alarms and/or registrations, and other operating functions.

View-Only, Inquiry (Train-the-Trainer) Training

The View-Only software Training will focus on preparing selected Williamson County trainers to train call takers and dispatch operators. This training can take place in a classroom setting or at the actual workstations of the trainers. Four (4) to five (5) trainers is an expected attendance for this training. Because of the limited functionality of the view-only software, only inquiry, lookup and reporting aspects of the program need to be covered. Software installation will also be reviewed. Topics will include inquiring on the status of specific user accounts, reviewing false alarm histories, displaying permit information and reporting historical incident data.

ATTACHMENT C – FALSE ALARM BILLING MANAGEMENT REQUIREMENTS

Williamson County Texas

Alarm Database / False Alarm Billing Management (RFP Requirement 9.63)

The LERMS shall include an alarm database and a false alarm billing module, and shall provide access to an alarm database so that all that would be necessary for CAD is to enter the address or alarm number to obtain relevant information about the alarm location. Whether this subsystem is provided as a component within LERMS or CAD, updates to the alarm database shall be reflected within CAD system. The database will also track historical alarm incidents by location, merchant / business name, activation type (e.g., burglary, hold up) and alarm number for false alarm billing and for trend analysis. The Alarm Database shall be able to generate renewal letters and forms (batch or on demand), with the current permit number, to all registered permit holders. Further, the Alarm Database shall be configured to support the business processes of the Sheriff Office. Finally, the alarm database shall contain the following minimum data fields:

- a) Permit number
- b) Expiration Date (MM/YYYY)
- c) Structure (Business or Residence)
- d) Street address
- e) City, State and Zip Code
- f) Permit holder / Passcode
- g) Street address
- h) City, State and Zip Code
- i) Email address
- j) Premise phone numbers
- k) After hours contact information
- l) Order of contact (e.g., first, second, third)
- m) Alarm company and phone number / contact information
- n) Previous alarm information (minimum two years of alarm activity on line)

RESPONSE:

The Alarm Database / False Alarm Billing Management Requirement is fully **Met by Existing Software Capabilities**. The proposed CryWolf False Alarm Tracking and Billing system at a minimum:

1. Provides access to an alarm database that shows relevant information about an alarm location by entering an alarm address or alarm number;
2. Reflects alarm database updates within CAD;
3. Tracks historical alarm incidents by location, merchant / business name, activation type (e.g., burglary, hold up) and alarm number for false alarm billing and for trend analysis;
4. Generates renewal letters and forms (batch or on demand), with the current permit number, to all registered permit holders;
5. Will be configured to support the business processes of the Sheriff Office; and,
6. Provides a database that contains the following minimum data fields:

- a) Permit number
- b) Expiration Date (MM/YYYY)
- c) Structure (Business or Residence)
- d) Street address
- e) City, State and Zip Code
- f) Permit holder / Passcode
- g) Street address
- h) City, State and Zip Code
- i) Email address
- j) Premise phone numbers
- k) After hours contact information
- l) Order of contact (e.g., first, second, third)
- m) Alarm company and phone number / contact information
- n) Previous alarm information (minimum two years of alarm activity on line).



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ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between **Public Safety Corporation (PSC)**, located at 103 Paul Mellon Court, Waldorf, Maryland 20602; and, **Williamson County, Texas, a political subdivision of the State of Texas (End User)**, with its principal place of business at 301 SE Inner Loop, Suite # 105, Georgetown, Texas, 78626.

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf®, (also referred to as the "Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms; and,

WHEREAS, PSC is the owner of the Software and has authority to license the Software to End User; and,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the End User desires to obtain a non-transferable, non-exclusive license to use CryWolf®.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of License.** The End User is hereby licensed annually, for so long as the End User continues this Annual End User Software License and Maintenance Agreement (Agreement), to use the Software on the End User's single system, network, or multiple independent systems, as stated in **Schedule A – Provided Software Licenses**.
2. **Implementation Services to End User.** Training, installation and other support services are to be provided, as stated in **Schedule B –Software and Services Description**.
3. **Payment.** The End User shall purchase the software license(s) and implementation services described herein. The payment(s) for this purchase are due according to the payment terms in the End User's Software License and Services Agreement with SunGard Public Sector Inc.
4. **Technical Support.** PSC shall provide End User with technical support by telephone, electronically, and by publication for no additional fee as part of this Agreement. PSC maintains a website to facilitate its technical support.

5. **Upgrades and Additional Services.** The End User and PSC may upgrade, add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.
6. **Changes.** The End User may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.
7. **Annual Software License and Maintenance Renewal.** One year after live software operation, the End User shall have the option to continue the Agreement on an annual basis with PSC exclusively. Live software operation shall occur at the date on which the software is first used by the End User to generate false alarm notices and or invoices for mailing to alarm users.

The annual fee for continuing this software license and maintenance shall be \$6,275.00 for the first annual period based on the provided Cry Wolf® Software licenses described in **Schedule A**, and shall be paid directly to PSC. After the first annual period, the fee may be increased by 3% annually in years 2 and 3, and by no more than 6% annually thereafter, unless custom software modifications are made at the End User's request, or additional software licenses are added by executing a mutually agreed contract supplement.
8. **Not for Commercial Use or Resale.** Use of the Software is limited to use by the End User. The End User may not use this Software for commercial purposes. The End User may not resell, or otherwise transfer for value, the Software.
9. **Removal, Transfer, or Modification of Software.** The End User shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the End User's usual location for keeping computer data back-ups). The End User shall not remove the Software outside the United States. The End User shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.
10. **Reproduction and Copyright.** The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. The End User may not copy, or allow anyone else to copy or otherwise reproduce, any part

of the Software without prior written consent of PSC, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network. The Software must be copied as a whole and each copy must include this Agreement. All other copying is prohibited.

11. **Limitations on Reverse Engineering, Decompilation and Disassembly.** The End User may not reverse engineer, decompile, or disassemble the Software.
12. **Separation of Components.** The Software is licensed as a single product. Its component parts may not be separated.
13. **Notices of Intellectual Property Rights.** The End User shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.
14. **Warranty and Disclaimer.** The Software will perform substantially in accordance with its accompanying documentation, and the functional description of features in PSC's marketing literature. PSC agrees to correct or replace, at its own expense, any software that does not conform to this documentation or description of features. As to the Software and its documentation, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, EXCEPT FOR THOSE CONTAINED IN THIS AGREEMENT, ARE DISCLAIMED AND WAIVED BY PSC.

The Software is licensed "as is" and PSC does not guarantee that the Software will meet "all requirements" of the End User's business or all requirements of the Software with which it interacts. PSC shall not be responsible for any special, incidental, or consequential damages that the End User or its employees or agents in the use of the Software may suffer (Such damages shall include but not be limited to special, incidental or consequential damages such as lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action claiming such damages and arising out of the use or performance of the Software.)

15. **Termination.** The software license shall terminate immediately if the End User does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to an unauthorized location, unauthorized copying of the Software, or modifying the Software in any manner. The End User may terminate this license at any time by so indicating in writing to PSC.

16. **Return/Destruction of Software.** Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed, at PSC's option. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.
17. **Protection of PSC Trade Secrets and Intellectual Property.** Except as directed by PSC and permitted under this Agreement, the End User shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The End User shall not decompile, reverse engineer, or disassemble the Software. Only the End User's employees or agents understanding the basic terms of this license and who are aware of PSC's ownership of the Software shall have access to any facility for copying the Software or decompiling, disassembling, or modifying it. PSC hereby grants the right to the End User to copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the End User's single-user system, multiple-user system, or network, as authorized by this Agreement.
18. **Audits by PSC.** PSC may make reasonable examinations of the End User's computer installations to ascertain that the End User is complying with the limitations upon copying stated in this Agreement. If such an examination shows any non-compliance, PSC may terminate this Agreement, and the End User shall pay all expenses of such examination.
19. **Injunctive Relief.** The misuse, copying, or disclosure of the Software will give rise to irreparable injury to PSC, and leave PSC inadequately compensated in damages. Accordingly, PSC may seek and obtain injunctive relief against the End User's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. The End User further acknowledges and agrees that these covenants are necessary for the protection of PSC's legitimate business interests and are reasonable in scope and content.
20. **Related Software.** This Agreement may be executed concurrently along with an agreement with other software companies that cover certain application software that works with the Software. The End User acknowledges that the other software companies and PSC are each responsible for different functions and that there are no representations or agreements regarding the Software other than those contained in this Agreement.
21. **Choice of Law and Venue; Severability.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in

either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

22. **Remedies.** Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.
23. **Assignments, Transfers.** 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 End User, 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: PSC's assignment of this Agreement or of any PSC rights under this Agreement to PSC'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 PSC's assignment of this Agreement to any person or entity to which PSC transfers any of its rights in the Software.
24. **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 stated herein above, or to such other place as the party may subsequently designate for its receipt of notices.
25. **Indemnity by PSC.** PSC 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 THE SOFTWARE INFRINGES ANY UNITED STATES COPYRIGHT OF OTHERS. PSC'S OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CUSTOMER MUST PROMPTLY NOTIFY PSC OF ANY SUCH CLAIM; (II) CUSTOMER MUST IN WRITING GRANT PSC 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 PSC'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE); (III) CUSTOMER MUST COOPERATE WITH PSC 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 SOFTWARE AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY PSC IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) FROM THE USE OR COMBINATION OF PRODUCTS PROVIDED BY PSC WITH ITEMS PROVIDED BY CUSTOMER OR OTHERS. IF ANY SOFTWARE IS, OR IN PSC'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF A UNITED STATES COPYRIGHT INFRINGEMENT CLAIM, THEN PSC, AT ITS SOLE OPTION AND EXPENSE, WILL EITHER: (A) OBTAIN FOR CUSTOMER THE RIGHT TO CONTINUE USING THE SOFTWARE UNDER THE TERMS OF THIS AGREEMENT; (B) REPLACE THE SOFTWARE WITH PRODUCTS THAT ARE SUBSTANTIALLY EQUIVALENT IN FUNCTION, OR MODIFY THE SOFTWARE SO THAT IT BECOMES NON-INFRINGEMENT AND SUBSTANTIALLY EQUIVALENT IN FUNCTION; OR (C) REFUND TO CUSTOMER THE PORTION OF THE LICENSE FEE PAID TO PSC FOR THE SOFTWARE(S) GIVING RISE TO THE INFRINGEMENT CLAIM, LESS A CHARGE FOR USE BY CUSTOMER BASED ON STRAIGHT LINE DEPRECIATION ASSUMING A USEFUL LIFE OF FIVE (5) YEARS. THE FOREGOING IS PSC'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

FURTHERMORE, PSC SHALL ALSO INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS END USER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF PSC OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

26. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired
27. **No Waiver.** The failure by any party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.
28. **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.
29. **Compliance with Laws.** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.
30. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular

number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

31. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
32. **Entity Status.** By signature below, PSC certifies that PSC is duly authorized to transact and do business in the State of Texas.
33. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
34. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to End User, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. End User does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
35. **End User's Right to Audit.** PSC agrees that End User or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PSC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSC agrees that End User shall have access during normal working hours to all necessary PSC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. End User shall give PSC reasonable advance notice of intended audits.
36. **Appropriation of Funds by End User.** End User believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PSC understands and agrees that the End User's payment of amounts under this Agreement is contingent on the End User receiving appropriations or other expenditure authority sufficient to allow the End User, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
37. **Successors and Assigns.** This Agreement shall be binding upon and inure to the

benefit of parties hereto and their respective successors and assigns.

38. **Expenses.** End User will reimburse PSC for actual travel and living expenses that PSC incurs in providing End User with services under this Agreement. 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 are incurred. PSC's travel and expense will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses in connection with this Agreement shall be identified separately and described in each Invoice for Payment. All expenses must be approved in writing and in advance by End User to be eligible for payment.
39. **Payment and Late Charge.** End User's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by End User within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by End User in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of End User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, End User shall notify PSC of such discrepancy. Following End User's notification of any discrepancy as to an invoice, PSC must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. End User shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. End User's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
40. **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 End User 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.

WHEREAS, the parties have executed this Agreement on the dates indicated below.

Public Safety Corporation

By: *Les Greenberg*
[Authorized Signing Officer]

LES GREENBERG CHIEF EXECUT.
OFFICER
[Name and Title – please print]

Date: 3/22/10

Williamson County, Texas

By: *[Signature]*
[Authorized Signing Officer]

Dan Gattis, County Judge
[Name and Title – please print]

Date: 3-30-10

SCHEDULE A – PROVIDED SOFTWARE LICENSES

Two (2) Full CryWolf® Software Licenses, two (2) View-Only, Inquiry licenses and CryWolf® Web ASP Pages (Online Registration and Citizen Account Access Pages, connected to the database) – For installation on Web Server and use on four (4) workstations. These licenses provide full time use on Personal Computer Workstations, telephone support (M-F, 9am – 5pm, CST, excluding holidays) and standard software updates.

SCHEDULE B – SOFTWARE AND SERVICES DESCRIPTION



Master Services Agreement (General Terms and Conditions)

This Master Services Agreement (the "Agreement") is made between Stratus Technologies Ireland Limited, with offices at Blanchardstown Unit 275, Block F, Blanchardstown Corporate Park 2, Ballycoolin, Dublin 15, Ireland ("Stratus") and Williamson County, Texas, a political subdivision of the State of Texas ("Customer" or "you"). Stratus agrees to provide the services, as defined in the applicable Service Addenda (the "Services"), subject to the terms and conditions contained in this Agreement, for the supported hardware ("Supported Hardware" or "Hardware") and supported software products ("Supported Software" or "Software") comprising the system(s) listed in your Service Schedule(s) (each a "System" or "Covered System"). Stratus' obligations to provide Services are subject to your compliance with all of your obligations under this Agreement.

Eligibility: Systems first placed under Service within ninety (90) days from the System shipment date are automatically deemed Service Ready and eligible for coverage under this Agreement. Systems first placed under Service more than ninety (90) days from the System shipment date must first be inspected and certified by Stratus or its authorized service representative as Service Ready. Additionally, Systems, Service coverage for which has lapsed for a period of ninety (90) days or more, will be subject to inspection and certification, at your expense, before Service coverage will be reinstated. Such inspection and certification will be at Customer's expense based on Stratus' then prevailing rates. Any work required to bring the System up to a Service Ready condition will also be at Customer's expense.

Stratus Affiliates: The Services shall be provided by Stratus or its affiliates. As used herein affiliates means, legal entities that are owned by Stratus or which are under common ownership with Stratus. In providing such Services Stratus and its affiliates may engage the services of subcontractors. The foregoing however shall not relieve Stratus of its primary obligations under this Agreement.

Service Hours: Except as otherwise specified in this Agreement, a Service Schedule, Service Level Addendum, or an Optional Service Addendum, all Services required of Stratus under this Agreement shall be provided only during the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday, excluding locally observed holidays.

1. TERM AND TERMINATION

1.1. Term. Unless otherwise agreed, the initial term for Services shall commence on the Delivery Date of Hardware and shall continue for a period of one (1) year. Thereafter, the term for Services shall automatically renew for successive terms of one (1) year each unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term; provided, however, Customer may terminate this Agreement at any time after the first year by giving sixty (60) days prior written notice of termination to Stratus.

1.2. Termination for Breach. Either party (the "Non-breaching Party") may terminate this Agreement in the event the other party (the "Breaching Party") breaches any of its material obligations (each a "Material Breach") under this Agreement and fails to cure said Material Breach within thirty (30) days of Breaching Party's receipt of written notice of the Material Breach from the Non-breaching Party. Material Breach" shall also be deemed to include any instance in which the Breaching Party files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors, has filed against it any involuntary petition in bankruptcy or under any similar insolvency law, or a receiver is appointed for, or a levy or attachment is made against, substantially all of its assets, if any such petition is not dismissed or such receiver or levy or attachment is not discharged within sixty (60) days after the filing or appointment.

2. PRICING, INVOICING AND TAXES

2.1. Service Charges: The service charges that will apply to the Products supported under this Agreement are as set forth in the applicable Service Schedule. Updates to the Service Schedule may be provided by contacting your local service representative. Unless otherwise specified in a particular Service Schedule, your service charges will be billed semi-annually, with the first payment being due within on the Delivery Date of Hardware and the second payment being due on the one hundred eightieth (180th) day thereafter. Such semi-annual payments are payable as set forth in Section 3 below. In the event this Agreement is renewed following the first term, the first semi-annual payment shall be due on the first day of each successive term and the second semi-annual payment shall be due on the one hundred eightieth (180th) day thereafter. Any prepaid service charges shall be non-refundable upon termination of the Agreement, unless termination is due to Stratus' breach. Stratus' obligation to provide these services is contingent upon your prompt payment of the invoice and any other applicable charges. Payment of any amount invoiced under this Agreement constitutes your agreement to all of the terms and conditions contained herein, to the exclusion of all others.

2.2. Price Changes: At any time, and from time to time after expiration of a Service Schedule, Stratus may increase the service charges not to exceed 3% annually by giving you ninety (90) days advance written notice. The price change will apply on the first day of the applicable invoice period on or after the effective date specified in the Stratus price change notice. Hourly rates, travel charges and one-time charges are subject to change with prior written notice.

2.3. Additional Charges: You may incur additional charges for any Services provided by Stratus for the following reasons: (i) because of fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure; and (ii) unauthorized modifications; use of non-Stratus supplied equipment or software; damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications; or operating the System in other than the fully redundant mode of operation; and (iii) if we are required to travel beyond fifty (50) miles or eighty (80) kilometers of the nearest Stratus service location or use other than private automobile or scheduled local public transportation to provide Services to you.

3. PAYMENT

Customer shall pay all amounts in accordance with Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late

payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify Stratus of such discrepancy. Following Customer's notification of any discrepancy as to an invoice, Stratus must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Except in the case of termination for Stratus' material breach, any and all payments of amounts due under this Agreement are non-refundable. Customer also agrees to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement that Stratus is obligated to pay upon Customer's behalf, except that Customer shall not be liable for taxes based on Stratus' net income or taxes to which Customer is exempt.

3.1. **Suspension of Service** If Customer's account is ten (10) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Stratus reserves the right to suspend Services until such amounts are paid in full; provided however that no suspension shall take effect until and unless Stratus has provided Customer at least five (5) business days prior written notice that Customer's account is overdue.

3.2. Customer agrees to pay Stratus, on demand, interest at the rate specified above, with any collection and attorney's fees and expenses Stratus incurs in the collection of such overdue amounts.

4. **CUSTOMER'S OBLIGATIONS** Customer agrees to ensure that, at all times during the term of this Agreement Customer shall:

- For each installation site or System, assign and maintain, a technically skilled employee or agent who will serve as your primary contact with Stratus for each Covered System; and
- Provide the names and phone numbers of up to four (4) individuals who are authorized to submit calls under this Agreement; and
- Maintain the Covered System(s) in a manner consistent with all applicable product specifications provided by Stratus or the manufacturer; and
- Provide at no charge to Stratus access to and use of suitable telecommunications equipment needed to establish data communication over the Stratus Service Network; and
- Execute diagnostic routines and provide the results to Stratus; and
- Access and make appropriate use of Stratus' Internet home page for technical support information; and
- Notify Stratus of any configuration changes to the original Covered System configuration; and
- Where appropriate, use the provided Stratus hardened drivers; and
- Replace customer replaceable units under the remote direction of the Stratus CAC, Customer Engineer or Stratus Authorized Service Representative; and
- Perform housekeeping services, such as, cleaning, replacing expendable parts (e.g.: batteries, printer ribbons), performing regular operating checks and providing necessary supplies pertaining to these services; and
- Ensure that all of the data stored on the Covered System(s) is adequately duplicated, documented and protected. Stratus is not responsible for failure to do so, or for the cost of reconstructing data stored on disks, tapes, or other media that are lost or damaged during the performance of Services; and
- Ensure that (1) all software installed on the Covered System(s) is properly licensed for use; (2) all non-supported hardware and software products are fully-compatible with the Stratus-supported hardware and software installed on each Covered System and are fully year-2000 compliant; (3) all Covered System(s) are adequately protected against computer viruses; and
- Install Software product updates and upgrades as made available; and
- Maintain and operate at all times all Covered Systems in a fully redundant mode of operation.

5. **WARRANTIES**

5.1. WE WARRANT THAT WE WILL PROVIDE, IN A GOOD AND WORKMAN LIKE MANNER, THE SERVICES DESCRIBED IN THIS AGREEMENT AND IN EACH SERVICE SCHEDULE AND ANY ADDENDA ATTACHED THERETO.

5.2. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF A SYSTEM OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

6. **LIMITATION OF LIABILITY** IN NO EVENT SHALL STRATUS, ITS AFFILIATES OR THEIR RESPECTIVE SUB-CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY. EXCEPT WITH RESPECT TO LOSSES OR DAMAGES ARISING FROM BODILY INJURY (UP TO AND INCLUDING DEATH), BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE AND WILFULL MISCONDUCT, THE LIABILITY OF STRATUS, ITS AFFILIATES, AND THEIR RESPECTIVE SUB-CONTRACTORS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), SHALL BE LIMITED TO THE AMOUNT THAT CUSTOMER WOULD HAVE PAID TO STRATUS FOR THE PREVIOUS TWELVE (12) MONTHS OF SERVICE FOR THE PRODUCT (S) THAT IS THE SUBJECT OF THE CLAIM.

7. **STRATUS PROPERTY** Support software, including diagnostic routines, Active Service Network or Remote Service Network Agents and SNMP Agents, as well as support tools, and documentation ("Property"), which we supply under this Agreement, are and shall at all times remain Stratus' exclusive property. Except where required by law, you agree not to make such Property available or disclose the contents thereof to any third parties other than your employees and contractors who are performing services for you and have a need to access such Property in relation to the Systems covered under this Agreement. You agree to take appropriate action, by instruction or agreement with your employees

and contractors who are permitted access, to satisfy your obligations under this Agreement. Further, you agree to immediately return all such Property to us upon the expiration or termination of this Agreement and or applicable Service Schedule.

8. CHANGES TO THE AGREEMENT TERMS In order to maintain flexibility in the manner, in which we provide service, we may, after the initial term of a Service Schedule, change the terms and conditions under which the Products listed on that Service Schedule are serviced under this Agreement, including any Addenda, by giving you not less than ninety (90) days prior written notice. These will only apply as of the effective date we specify in the notice. You have thirty (30) days from receipt of a change notice in which to reject, in writing the change, and thereby terminate this Agreement and all affected Service Schedules. Except as stated above, for a change to be valid it must be in writing and signed by both of us. Additional or different terms in any order or written communication from you are void.

9. CONFIDENTIALITY

9.1. "Confidential Information" shall mean any information held disclosed in confidence by one party (the "Discloser") to the other party ("Recipient") in connection with this Agreement. Confidential Information shall be so designated by Discloser in writing at the time of disclosure and if disclosed orally or in any form other than documentation marked with a legend designating it as such, shall be identified by Discloser as confidential or proprietary and reduced to writing and provided to the Recipient within fifteen (15) days of the date of the oral disclosure.

9.2. Recipient shall not disclose to any third party the other party's Confidential Information and shall limit access and use to those of its employees and agents who require such access and use in connection with its rights and obligations under this Agreement. Recipient shall take appropriate action with its employees and agents to satisfy its obligations hereunder and shall protect Discloser's Confidential Information as it protects its own Confidential Information of like significance, but in any event with not less than a reasonable degree of care.

9.3. Exceptions. The obligations set forth in this Section shall not apply to information (a) known to Recipient prior to disclosure; or (b) which is or becomes publicly known through no wrongful act of Recipient; or (c) received from a third party under no confidentiality obligation with respect to the Confidential Information; or (d) required to be disclosed under the Texas Public Information Act, other administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If Recipient is legally required to disclose any Confidential Information, it shall, to the extent allowed and practicable, provide Discloser prompt notice of such requirement so that Discloser may seek a protective order or other appropriate remedy or waive compliance with respect to that disclosure.

9.4. Remedies. Each party agrees that, in addition to any other remedies available, the other shall be entitled to injunctive relief to enforce the terms of this Section 9.

10. Indemnity. SUBJECT TO SECTION 4, LIMITATION OF LIABILITY, STRATUS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CUSTOMER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF STRATUS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

11. GENERAL

11.1. We will provide Service only at the location(s) specified in the Service Schedule unless we agree otherwise, in writing.

11.2. Expenses. Customer will reimburse Stratus for actual travel and living expenses that Stratus incurs in providing Customer with services under this Agreement. 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 are incurred. Stratus' travel and expense will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses in connection with this Agreement shall be identified separately and described in each Invoice for Payment. All expenses must be approved in writing and in advance by Customer to be eligible for payment.

11.3. Remedies. Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

11.4. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the other party's express written consent. Any attempt to make any such assignment or transfer without the express written consent of the other party will be deemed void. Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any of its affiliates or in connection with the sale or transfer of all or substantially all of its assets.

11.5. Waiver. The waiver or failure of either Party to exercise in any respects any right provided for herein shall not be deemed a waiver of that or any other right hereunder.

11.6. 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 below, or to such other place as the party may subsequently designate for its receipt of notices.

Stratus: Stratus Technologies, Inc.
111 Powdermill Rd.
Maynard, MA 01754

Customer: Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

11.7. 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.

11.8. Choice of Law and Venue; Severability. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. 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.

11.9. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

11.10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

11.11. Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

11.12. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.13. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.14. Customer's Right to Audit. Stratus agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stratus which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stratus agrees that Customer shall have access during normal working hours to all necessary Stratus facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Stratus reasonable advance notice of intended audits.

11.15. Appropriation of Funds by Customer. Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Stratus understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.17. 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.

11.18. Entire Agreement. This Agreement as supplemented by the specific Service Schedule and any associated Addendum thereto as executed by the Parties, constitutes the entire agreement between the Parties for the subject matter hereof and supersedes all prior and contemporaneous written and oral representations, proposals, negotiations and communications. In the event of any inconsistency or conflict between this Agreement and a Service Schedule, the Service Schedule shall prevail.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as indicated below.

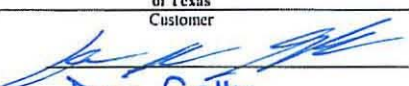
Williamson County, Texas, a political subdivision of the State
of Texas
Customer

By:

Name:

Title:

Date:


Dan Gattis
County Judge
3-30-10

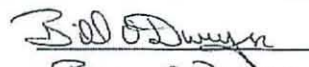
Stratus Technologies Ireland Limited

By:

Name:

Title:

Date:


Bill O'Dwyer
Operations Manager
23rd March 2010

Stratus Master Services Agreement

SERVICE SCHEDULE

This Service Schedule is subject to and made a part of the Master Services Agreement between Stratus Technologies Ireland Limited and Williamson County, Texas, a political subdivision of the State of Texas. The Effective Date of this Service Schedule shall be the date of initial installation of the following System(s) unless a different Effective Date has been agreed and listed below. Stratus agrees to provide and you agree to pay for the Services selected and described in the Agreement and any Optional Services selected below for the System (Hardware and Software) listed below.

1. Effective Date: [Date of installation]

2. Customer Contacts:

Please provide full details for the Primary Contact and up to four Named Contacts. Any subsequent changes to the Named Contacts should be submitted to your local Stratus Representative.

Primary Contact Name: Jay Schade
Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626
Phone: (512) 943-1556
Email: JJSCHADE@WILCO.ORG
Facsimile: (512) 943-1488

Named Contact Name (1): Jeff Smith	Named Contact Name (2): Rory Tierney
Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626	Address: 301 SE Inner Loop Suite 105 Georgetown, TX 78626
Phone: (512) 943-1556	Phone: (512) 943-1556
Email: JSMITH@WILCO.ORG	Email: RTIERNEY@WILCO.ORG
Facsimile: (512) 943-1488	Facsimile: (512) 943-1488
Named Contact Name (3):	Named Contact Name (4):
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

Deleted: AA+ Service Agreement
(Wilco Atty Redline v2)

3. Selected Service Levels for the Microsoft Windows Operating System

DESCRIPTION OF SERVICES	OPTION SELECTED	SYSTEM(s)				Service Charges
		Model #	Qty	Site ID	System Location	
SERVICE LEVEL:						
Assured Availability Plus	XX					
*Assured Availability Guarantee	XX					
Assured Availability						
*Assured Availability Guarantee						
System Availability						
OPTIONAL SERVICES:						
Extended Business Hours Field Service FRU Replacement (12x5)						
Extended Business Hours Field Service FRU Replacement (24x5)						
Saturday Field Service FRU Replacement (8x6)						
Weekend/Holiday Field Service FRU Replacement (8x7)						
Weekend/Holiday Field Service FRU Replacement (24x7)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (8x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x7)						
Technical Account Management Services (NTAM)						
Expedited Parts Delivery (Same Day)						


*The Assured Availability Program Guarantee (the "Guarantee") is subject to the following additional terms and restrictions: (1) only Systems covered under Assured Availability Plus or Assured Availability Service Level coverage qualify for the Guarantee; and (2) the Guarantee must be selected at time of initial System purchase; and (3) if the qualifying System is covered under the Assured Availability service level, then coverage under the Guarantee is limited to outages caused solely by the Stratus Software, the Stratus Hardware or both; coverage under the Guarantee excludes outages caused in whole or in part by the Microsoft operating system; and (4) the Guarantee is subject to the terms and conditions set forth in the Assured Availability Program Guarantee Addendum.

OPTIONAL SERVICES

Selected Optional Services (If applicable). You may supplement your selected Service Level coverage by purchasing additional on-site and technical support services offered by Stratus as described above. These services are provided as part of a Service Level and may not be purchased on a standalone basis.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Service Schedule as indicated below.

Customer

By: 

Name: _____

Title: _____

Date: _____

Stratus Technologies Ireland Limited

By: 

Name: Bill O'Dwyer

Title: Operations Manager

Date: 23rd March 2010

SERVICE ADDENDUM

Assured Availability Plus Service Level for Stratus Systems Running the Microsoft Windows Operating System

All definitions and terms contained in the Master Service Agreement and the Service Schedule apply to this Addendum. The terms of this Addendum shall control in the event of inconsistencies.

1. Severity Level Definitions

- 1.1. **Critical:** A problem that causes your System to become completely unavailable to users.
- 1.2. **Serious:** A problem that substantially impairs System operation.
- 1.3. **Moderate:** A problem that does not substantially impair System operation.
- 1.4. **Minor:** A problem that does not impair the operation of your System. It is non-conforming behavior that can be avoided or ignored.

2. Customer Assistance Centers (CAC) Services: Stratus will use best commercial efforts to provide remote and telephone Hardware and Software support within the times described below, depending on the severity of the problem, for problems reported by you via telephone or e-mail.

- 2.1. **Critical:** Stratus will acknowledge receipt of the problem within thirty (30) minutes. Stratus will provide CAC services (i) on a continuous basis until the System is restored to service; and (ii) on a priority basis until a suitable workaround is provided or until all material aspects of the System's functionality are restored.
- 2.2. **Serious:** Stratus will acknowledge receipt of the problem within two (2) hours. Stratus will provide CAC services on a priority basis until the System's functionality is restored or a suitable workaround is found.
- 2.3. **Moderate:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Stratus will use reasonable efforts to resolve the problem or provide a work around within seven (7) calendar days.
- 2.4. **Minor:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Minor problems will be corrected in a manner and within a time frame as determined by Stratus in its sole discretion.

3. Remote System Support and Monitoring: Stratus will provide 7x24 remote system support and monitoring of Covered Systems through an electronic connection between each such Covered System and the Stratus CAC, using the Active Service Network. Remote System Support, if applicable, may include one or more of the following:

- 3.1. Hardware problem auto notification. The System will automatically generate a call to Stratus CAC notifying us of a Hardware failure; and
- 3.2. Automatic parts replacement: Stratus' CAC will disburse a part replacement based on the System's automatically generated calls;
- 3.3. Access to Software downloads, uploads and on-line diagnostic routines; and
- 3.4. System report auto notification initiated by and relating to Software installations and system reboots.

4. Telephone Support: Stratus will provide 7 x 24, unlimited, toll free access, to the Stratus CAC for assistance with software problems related to the currently supported version of the Stratus Software, Operating System and supported non-Stratus Software identified in your Service Schedule (individually and/or collectively hereinafter referred to as "Supported Software"). Stratus technical support engineers will provide root cause problem determination and relief, available Software updates and bug fixes as well as information and assistance related to Software features. Telephone Software Support applies to the following:

- 4.1. **Stratus Software:** Stratus will maintain Supported Stratus Software such that it will inter operate with the then Stratus-supported release of the Windows operating system.
- 4.2. **Microsoft Windows Support:** For Critical and Serious problems related to the Microsoft Windows operating system kernel, Stratus will provide priority access to Windows certified Stratus engineers, who will work collaboratively with Microsoft support personnel to address problems traced to a Microsoft product.

5. Active Service Manager Services: Stratus will provide user-authenticated access to the following Stratus 7x24 electronic support services:

- 5.1. Service event call logging and monitoring;
- 5.2. Stratus' technical Knowledgebase;
- 5.3. Software downloads; and
- 5.4. Product and service notifications

6. Hardware Remedial Services: Stratus will provide Hardware Remedial Services, which may include one or more of the following:

- 6.1. **Advanced Parts Exchange - Next Business Day:** Stratus will use commercially reasonable efforts to ship Hardware replacement parts within the same business day of receiving an automatically-generated call through Remote System Support or by way of a Telephone request that is received prior to 5:00 P.M. local time. Restrictions may apply in certain countries. Stratus will pre-pay the cost of shipping the replacement part to the requested location. A next-business-day delivery carrier chosen by Stratus will make shipments. Each replacement part shipment will also include shipping material and a pre-paid freight bill for return of the defective part. The defective part must be returned to Stratus within fourteen (14) calendar days from the date of reported failure. If you fail to do so, Stratus will bill and you will pay the list price of the replacement part shipped. Stratus assumes all risk of loss or damage to parts that are in transit to and from the location.

- 6.2. **On-Site Hardware Support:** If Stratus determines that it is necessary to do so, Stratus will provide on-site Hardware support Services at its cost and expense including labor, parts and material necessary to repair the System, which may include one or more of the following:

- (1) **Same Day Emergency On-Site Services:** Stratus will provide same day emergency on-site service if the System experiences a Critical problem and it cannot be recovered through remote support means.
- (2) **Next Business Day On-Site Services:** Stratus will provide next business day on-site service if the System experiences a Serious problem and cannot be recovered through remote service means.

6.3. Hardware On-Site Support Services Conditions:

- (1) You agree to render all reasonable assistance and to cooperate fully with Stratus' service representative or agent. Additionally, you agree to ensure his/her ability to work without interruption or interference.
- (2) Upon arrival at the site, subject to Stratus' reasonable judgment, on-site Services will be provided until the System is operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but will resume when they become available.
- (3) Travel expenses incurred in traveling to and from a System site from the nearest Stratus service center will be charged to and will be reimbursed by you in accordance with the terms of the Master Service Agreement.



ASSURED AVAILABILITY PROGRAM GUARANTEE ADDENDUM

All definitions and terms contained in the Master Service Agreement, the Service Schedule and the Assured Availability Plus or Assured Availability Service Addendum apply to this Addendum. In the event of inconsistencies or ambiguities, the following order of precedence shall apply: (a) first, this Assured Availability Program Guarantee Addendum (the "Guarantee") shall govern and control; (b) next the Assured Availability Plus or Assured Availability Service Addendum; (c) the Service Schedule; and (d) the Master Service Agreement.

Eligibility: Coverage under this Guarantee is available only for Systems, for which Service coverage has been purchased under either the Assured Availability Plus or Assured Availability Service Addenda, and only if coverage under this Guarantee was subscribed contemporaneously with and at the time of initial purchase of the Covered System.

1. **Service Charge Credit:** If the System described in the Service Schedule fails as defined below ("System Failure"), Customer will be entitled to a credit against future Service payments in a prorated amount equivalent to one month's Service charge for the System that experienced the System Failure.
2. **General Conditions and Qualification applicable to this Addendum:**

For purposes of this addendum and subject to the following qualifications, a System Failure occurs when a Covered System that was previously functioning properly becomes unavailable, rendering Customers users unable to use it, provided that:

 - (1) The System Failure must occur during, and as a result of, Customer's use of the Covered Systems exclusively for production purposes as opposed to development purposes.
 - (2) Coverage under this addendum for Systems running the Microsoft Windows Server Operating System that are covered under the Assured Availability Plus Service Level applies only to the extent that a System Failure occurs as the result of the Stratus Hardware, the Stratus RServer System Software, or the Stratus supported version(s) of the Microsoft Windows Server Operating System kernel.
 - (3) Coverage under this addendum for Systems running the Microsoft Windows Server Operating System that are covered under the Assured Availability Service Level applies only to the extent that a System Failure occurs as the result of the Stratus Hardware or the Stratus RServer System Software, but excludes System Failures that result from any other cause, including without limitation the Microsoft Windows Server Operating System kernel or any other Stratus-Supported Software.
 - (4) Coverage under this addendum for systems covered under an Assured Availability Service Level for VOS or HP-UX applies only to the extent that a System Failure occurs as the result of Stratus Hardware, Stratus System Software, or the Stratus supported version(s) of the VOS or HP-UX Operating System.
 - (5) Coverage under this addendum for systems running the Red Hat Linux Operating System that are covered under an Assured Availability Plus Service Level applies only to the extent that a System Failure occurs as the result of Stratus Hardware, Stratus System Software, and the Stratus supported version(s) and components of the Red Hat Linux Operating System as defined in the Assured Availability Plus Service Level Addendum.
 - (6) Coverage under this addendum for systems running the Red Hat Linux Operating System that are covered under an Assured Availability Service Level applies only to the extent that a System Failure occurs as the result of Stratus Hardware, or Stratus System Software, but excludes System Failures that result from any other cause, including without limitation, the Red Hat Linux Operating System or any other Stratus-Supported Software.
 - (7) The Covered Systems must have been running in the fully redundant mode of operation immediately prior to System Failure. Any system running a redundant component in simplex mode is ineligible for coverage under this Option, unless and until the component is restored to the fully redundant mode.
 - (8) Coverage is limited to the single System, which experienced the System Failure.
 - (9) Coverage does not apply to problems that occur on more than one occasion or that affect more than one System.
 - (10) Coverage does not apply where a System Failure results in connection with (a) any planned event, whether initiated by either Stratus or you, such as a reboot, FCO installation, a software upgrade, hardware component installation or de-installation, or a firmware or similar system configuration changes; (b) any planned or unplanned event initiated by you outside the scope of your normal operation or use of the Covered System; (c) known defects or bugs; (d) outages due to security or network problems; or (e) the occurrence of one or more of the following: fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure, as well as unauthorized modifications, use of non-Stratus supplied equipment or software and damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications.
3. **Stratus' Responsibilities:**
 - (1) Stratus will provide you with notification, in writing or over the Stratus Active Service Network (ASN) or Stratus Remote Service Network (RSN), of any known condition that could cause an availability problem.
 - (2) When appropriate, the Stratus Service Manager will schedule a meeting to discuss qualification and eligibility of a service credit.
4. **Customer's Responsibilities:**
 - (1) Operate the System in fully redundant mode.
 - (2) Determine if there was an availability problem during any calendar month, prior to requesting a service credit.
 - (3) Fully implement (within fourteen (14) days of your receipt of written notification from Stratus), any requested procedures (including without limitation, installation of software bug fixes) intended to avoid any known condition that could degrade system availability.
 - (4) Notify Stratus in writing, of any request for service credit. You will have waived your right to any credit under this Addendum if you fail to notify Stratus of a System Failure within thirty (30) days of the System Failure.

CUSTOMER NO. _____; CONTRACT NO. 100273

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

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

(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.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by March 30, 2010.

Williamson County, TX

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME

Ronald E. Goodrow
Exec.VP, SunGard Public Sector Inc

AND TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

3/23/10

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

1. Definitions.

"Access Agreement" means a written agreement between Customer, SunGard Public Sector, and the agencies identified in Exhibit 3 (or as may be subsequently identified and added to Exhibit 3 by mutual written agreement) that allows for the participation and access by such Customer and agencies to the Software. The format and terms and conditions of such agreement are set forth in Exhibit 3, which is attached and incorporated herein.

"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 Source Code, 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; and (iiii) information that parties to this Agreement may be compelled to release under the Freedom of Information Act and Texas Public Information Act, provided, however, that Customer shall rely upon any and all applicable trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect from disclosure, to any person

except as expressly authorized hereunder, the Software, commercially sensitive information in this Agreement and the Software Maintenance Agreement, and all other such commercially sensitive information. In the event that Customer is served with a request to disclose any or all of SunGard Public Sector's Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, Customer will promptly notify SunGard Public Sector in order to provide SunGard Public Sector sufficient time to object to such request, and Customer will take reasonable steps to cooperate with and assist SunGard Public Sector in contesting such request, requirement or order or in otherwise protecting SunGard Public Sector's rights prior to disclosure.

"Customization" means any SunGard Public Sector-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other change whatsoever. "Customization" may also be referred to as a "custom modification."

"Customization Delivery Date" means, for each Customization, the date on which SunGard Public Sector ships that Customization to Customer F.O.B. Destination Delivery Address.

"Customization Specification" means that detailed functional and technical specification that Customer and SunGard Public Sector will agree upon in each instance for a Customization, and from which Customization Specification SunGard Public Sector will generate the Source Code and Object Code for such Customization. In the absence of a detailed functional and technical specification document, the high-level functional description for each Customization, to the extent expressly set forth in Exhibit 1 to this Agreement, shall constitute the Customization Specification.

"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. Destination Delivery Address.

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

"Defect" means: (a) with regard to a Baseline Component System, a material deviation between the Baseline Component System (including any enhancements made to the Baseline Component System) and its documentation, and (b) with regard to a Customization, a material deviation between a Customization and its Customization Specification; and in the instance of either (a) or (b); that is capable of replication on a computer configuration which is both comparable to the Equipment (or, in the case of a Customization, the computer configuration for which SunGard Public Sector created such Customization) and is under SunGard Public Sector's control.

"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 (as reasonably defined by the Customer); (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement; and (iii) those agencies identified on Exhibit 3 who have executed an Access Agreement.

"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 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.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

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 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) **Source Code.** SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least once a calendar year. SunGard Public Sector's general practice is to update such Source Code relating to the Customer's System on a quarterly basis. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the

beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form.

(b) 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 publically-declared disasters and disaster recovery of Customer's computer operations.

(c) 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.

(d) 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 provide service bureau data processing services or to otherwise provide data processing services to third parties, except as authorized under this Agreement for those authorized beneficiary agencies identified on Exhibit 3 or otherwise subsequently added to Exhibit 3 under the terms provided herein. 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 and employees from agencies identified on Exhibit 3 or otherwise subsequently added to Exhibit 3 under the terms provided herein. 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 on a strict "need to know" basis, 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.

(e) 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.

(i) SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. 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 understands and agrees that all personnel providing services, whether on-site or remotely, must submit to and pass a background investigation required by the Criminal Justice Information System (CJIS) Security Agreement. Personnel on-site must properly display photo identification badges issued by Customer while on 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 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.

(e) SunGard Public Sector understands and agrees that Customer operates a consolidated Public Safety Answering Point (PSAP). Subject to the provisions of this Agreement, including without limitation Section 3(d) (relating to prohibited service bureau data processing services), Customer may, as a PSAP, use the Component Systems to provide dispatch services to non-Customer agencies, jurisdictions, or political subdivisions of the State of Texas serviced by Customer as needed to provide emergency services (collectively, "dispatch-related entities"), provided that in no event shall any dispatch-related entity be permitted to access any Component System.

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 invoice, as otherwise set forth herein. 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. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the then-current Williamson County Budget Order, as set forth in Exhibit 2 attached to this Agreement, and will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses

incurred in connection with this Agreement shall be identified separately and described in each invoice for payment.

(iii) Payment and Late Charge.

Customer's payment for goods, expenses and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from Customer's receipt of invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a good faith discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall pay to SunGard Public Sector, as due, the portion of the invoice that is correct and/or complete, and promptly notify SunGard Public Sector of the portion of the invoice that contains any such discrepancy and/or incompleteness. Following Customer's notification of any such discrepancy/incompleteness as to an invoice, SunGard Public Sector will use commercially reasonable efforts to resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation to Customer. Customer shall pay the remaining portion of the invoice, such that the invoice is paid in full within thirty (30) days from the date of the Customer's receipt of the corrected or revised invoice. Customer's non-payment of the portion of an invoice that contains a discrepancy and/or is incomplete shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the date of the Customer's receipt of the corrected or revised invoice.

(b) Taxes. To the extent that Customer is not exempt, 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 the training or on-site project management plus incurred 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 of twelve (12) months after the Delivery Date (as defined herein), 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 shall, at its own expense, provide Customer with an avoidance procedure for or a correction of the Defect that does not have a materially adverse effect on Customer's ability to use the Baseline Component System in its daily business operations. The guidelines and Targeted Response Times of the Software Maintenance Agreement shall also serve as the guidelines and Targeted Response Times for providing an avoidance procedure for a correction of the Defect during the above referenced Warranty period. 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. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customization Warranty by SunGard Public Sector and Remedy For Breach. For each Customization, SunGard Public Sector warrants to Customer that, for a period of sixty (60) days following the Customization Delivery Date of such Customization, the Customization, as used by Customer on the Equipment in

accordance with the terms, conditions and limitations of this Agreement, will operate without Defects. In each instance, for each Defect, SunGard Public Sector shall provide Customer with an avoidance procedure for or a correction of the Defect that does not have a materially adverse effect on Customer's ability to use the Customization in its daily business operations. The guidelines and Targeted Response Times of the Software Maintenance Agreement shall also serve as the guidelines and Targeted Response Times for providing an avoidance procedure for a correction of the Defect during the above referenced Warranty period. If, despite its reasonable efforts, SunGard Public Sector is unable to provide an avoidance procedure for or a correction of a Defect as described herein, 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. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(b).

Notwithstanding anything to the contrary, upon completion of the development of the Custom Modifications specified in Exhibit 1, such Custom Modifications may either be incorporated into the applicable Baseline Component System to be maintained under SunGard Public Sector's Baseline Maintenance Program pursuant to the terms of the Software Maintenance Agreement, or shall become warranted as part of the Limited Customization Warranty hereinabove.

(c) Disclaimer of Warranties. The limited warranties in Sections 7(a) and 7(b) are made to Customer exclusively and are 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, HOWEVER SUNGARD PUBLIC SECTOR DOES**

WARRANT THAT ITS COMPONENT SYSTEM INTERFACES WILL BE COMPATIBLE WITH ANY PAY AGENCY PRODUCT WHICH HAS BEEN APPROVED BY SUNGARD PUBLIC SECTOR FOR INTERFACING OR OPERATING WITH SAID COMPONENT SYSTEM INTERFACE, PROVIDED HOWEVER, THAT THE PARTIES AGREE TO NEGOTIATE IN GOOD FAITH A SOLUTION IN THE EVENT ANY CHANGE TO SUCH PAY AGENCY PRODUCT BY THE THIRD PARTY VENDOR AFTER APPROVAL BY SUNGARD PUBLIC SECTOR RESULTS IN A COMMERICALLY UNREASONABLE SITUATION. 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.

(d) Abrogation of Limited Warranties. The limited warranties in Section 7(a) and 7(b) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System or Customization; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System or Customization. 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.

(e) 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 or required by law, 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. Indemnities by SunGard Public Sector.

(a) INTELLECTUAL PROPERTY RIGHTS. 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 INFRINGES ANY UNITED STATES COPYRIGHT 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 IS, OR IN SUNGARD PUBLIC SECTOR'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF A UNITED STATES COPYRIGHT 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 UNDER THE TERMS OF THIS AGREEMENT; (B) REPLACE THE COMPONENT SYSTEM WITH PRODUCTS THAT ARE SUBSTANTIALLY EQUIVALENT IN FUNCTION, OR MODIFY THE COMPONENT SYSTEM SO THAT IT BECOMES NON-INFRINGEMENT AND SUBSTANTIALLY EQUIVALENT IN FUNCTION; OR (C) REFUND TO CUSTOMER THE PORTION OF THE LICENSE FEE PAID TO SUNGARD PUBLIC SECTOR FOR THE COMPONENT SYSTEM(S) GIVING RISE TO THE INFRINGEMENT CLAIM, LESS A CHARGE FOR USE BY CUSTOMER BASED ON STRAIGHT LINE DEPRECIATION ASSUMING A USEFUL LIFE OF FIVE (5) YEARS. THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

(b) DEATH, BODILY INJURY, TANGIBLE PROPERTY DAMAGE. SUNGARD PUBLIC SECTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CUSTOMER FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) ACTUALLY SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF A CLAIM BY A THIRD PARTY RESULTING FROM (1) DEATH, (2) BODILY INJURY, OR (3) DAMAGE TO PHYSICAL PROPERTY OF SUCH THIRD PARTY, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF SUNGARD PUBLIC SECTOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS INDEMNITY IS EXPRESSLY CONDITIONED ON THE FOLLOWING: (A) THAT SUNGARD PUBLIC SECTOR IS NOTIFIED PROMPTLY IN WRITING BY CUSTOMER OF ANY SUCH CLAIM; (B) THAT SUNGARD PUBLIC SECTOR IS GRANTED IN WRITING 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); AND (C) THAT CUSTOMER COOPERATES WITH SUNGARD PUBLIC SECTOR IN A REASONABLE WAY TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM.

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Termination for Convenience. Provided that all license fees are paid by Customer in full, the Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SunGard Public Sector. In the event of such termination, it is understood and agreed that the amounts due to SunGard Public Sector for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

(c) 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.

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

(e) 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 and Venue; Severability. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. 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 ACTUAL AND DIRECT DAMAGES THAT ARE INCURRED BY CUSTOMER AS THE RESULT OF THE ACTS OR OMISSIONS OF SUNGARD PUBLIC SECTOR, NOT TO EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO 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. **Compliance with Laws.** In its performance of services hereunder, each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations, to the extent applicable.

18. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

19. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

20. **Entity Status.** By signature below, SunGard Public Sector certifies that SunGard Public Sector is duly authorized to transact and do business in the State of Texas.

21. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

22. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in

equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party, except as otherwise expressly provided in this Agreement. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

23. **Customer's Right to Audit.** Subject to the provisions of this Agreement (including without limitation the confidentiality provisions hereunder), and SunGard Public Sector's prior written consent in each instance, which consent will not be unreasonably withheld, SunGard Public Sector agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SunGard Public Sector which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. With regard to such audits, SunGard Public Sector agrees that Customer shall have reasonable access to all necessary SunGard Public Sector facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section, provided that, in each instance, Customer shall give SunGard Public Sector reasonable advance notice of intended audits, and the parties will work in good faith to agree on the particulars such that the audit does not unreasonably interfere with SunGard Public Sector's day to day business operations. Audits will not occur any more frequently than once in any twelve (12)-month calendar period.

24. **Appropriation of Funds by Customer.** Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. SunGard Public Sector understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. If, despite Customer's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for services payments due under this Agreement, then Customer will immediately notify SunGard Public

Sector of such occurrence and SunGard Public Sector will notify Customer that SunGard Public Sector will cease providing the services effective on the last day of the fiscal period for which Customer's appropriations were received. Upon the cessation of such services, Customer will pay to SunGard Public Sector the fees for all services rendered through the effective date of such cessation, as follows: (i) if such services were rendered on a fixed fee basis, then Customer will pay SunGard Public Sector for such fixed fee services based upon the level of effort that SunGard Public Sector provided through the effective date of such cessation, as if such fixed fee services had instead been time-and-materials services, (ii) if such services were time-and-materials services, then Customer will pay SunGard Public Sector for such time-and-materials services based upon the applicable services rates provided in the attached Exhibit 1, multiplied by the number of person-hours of time-and-materials services that SunGard Public Sector expended on the time-and-materials services through the effective date of cessation, and (iii) for all reimbursable travel and living expenses incurred by SunGard Public Sector through the effective date of such cessation. Without limiting the foregoing, Customer represents and warrants to SunGard Public Sector that Customer has both appropriated and encumbered sufficient funds in Customer's current fiscal year (that is, the Customer's fiscal year in effect as of the Execution Date) to pay SunGard Public Sector the amounts provided in the attached Exhibit 1 as the license fee for the Software and the fees for acquisition of the third party and/or Pay Agency Products in accordance with the payment schedule set forth in the attached Exhibit 1.

25. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the

same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the written advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any written advice, decision or opinion of the Attorney General of the State of Texas.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

27. Remedies: Subject to the provisions herein, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

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

EXHIBIT 1

Customer:

Williamson County, TX

Delivery Address:

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

SOFTWARE^{1, 2}:

Qty	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	\$ 92,950.00
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	70,200.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	7,500.00
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	63,000.00
1	CAD-E911	E911 INTERFACE MODULE	6,500.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,500.00
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	26,600.00
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	31,500.00
1	CAD-PQA-LAW	LAW PROQA INTERFACE ¹	7,500.00
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE ¹	7,500.00
1	CAD-PQA-FIR	FIRE PROQA INTERFACE ¹	7,500.00
1	CAD-INT-PG	SUNGARD OSSI'S INTERFACE TO PAGEGATE ¹	1,000.00
1	CAD-RS	CAD ROSTER MODULE	6,500.00
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE ¹	5,500.00
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	22,500.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF ¹	7,500.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	6,500.00
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE ¹	7,500.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE ¹	7,500.00
		Mobile Data Computing System	
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.	76,850.00
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	164,250.00
450	MCT-MAP	MCT CLIENT - MAPS MCT Licenses are required to purchase this product.	33,300.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE Required for AVL capability.	35,000.00
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 with MCT	33,000.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	20,000.00
		<i>continued on next page</i>	

		<i>continued from previous page</i>	
		Records Management System	
1	RMS-BASE-SITE	SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the appropriate number of licenses needed for their agency	127,750.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.0
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	7,500.00
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	20,000.00
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	10,000.00
1	RMS-BAR HOST-SITE	BAR CODING SERVER LICENSE - SITE LICENSE Required for Bar Code capability	9,500.00
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	9,570.00
1	RMS-LINK-T6	LINK ANALYSIS MODULE - SITE	35,000.00
1	RMS-MAP-SITE	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE Required for RMS	20,000.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	5,500.00
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	7,500.00
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	22,500.00
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	8,500.00
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	20,000.00
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	30,000.00
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	5,000.00
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	15,000.00
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	12,500.00
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	7,500.00
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	12,500.00
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	7,500.00
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	12,500.00
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	7,500.00
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	8,500.00
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	5,500.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	26,000.00
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	12,500.00
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	8,500.00
		<i>continued on next page</i>	

		<i>continued from previous page</i>	
		Mobile - Field Based Reporting	
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	5,000.00
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes. MS Visio is required. Quoted in the Hardware/System Services quote.	15,750.00
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	53,375.00
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	53,375.00
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	24,250.00
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	121,250.00
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	35,000.00
350	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.	63,280.00
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	20,000.00
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	25,000.00
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-P2C	POLICE 2 CITIZEN	15,000.00
		Subtotal	\$ 1,720,250.00
1	DISCOUNT	DISCOUNT	\$ (466,481.00)
		TOTAL LICENSE FEE	\$ 1,253,769.00

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 to which the interface relates.

² Note: Mobiles applications do not include AVL hardware.

Software Escrow Fees: The amounts provided for in this Exhibit 1 are exclusive of the annual software escrow charges that Customer must pay directly to Iron Mountain in order to be named as an escrow beneficiary of the Source Code for the SunGard Licensed Programs pursuant to the Source Code escrow agreement (and specifically, in the "Preferred Beneficiary Acceptance Form" thereof) included as Exhibit 2 of the Agreement. The first year fee of \$700 is payable to SunGard Public Sector and is due on the Delivery Date and thereafter, applicable annual fee amounts will be billed by Iron Mountain (such amounts which will be due at the beginning of the applicable annual period in each instance), and should be remitted by Customer directly to Iron Mountain.

SERVICES^{1, 2, 3, 4:}

Qty	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		CAD Implementation Services						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 43,200.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 16,100.00				
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					\$ 16,000.00	\$ 20,000.00
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION						
4	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD MRM - \$600, CAD Roster - \$600				\$ 2,400.00		
1	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CA Plus - \$2,800				2,800.00		
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 4,800.00					
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	3,600.00					
4	CAD-USR-TRN	CAD USER TRAINING - 4 classes. Each class is 4 days.	19,200.00					
1	CAD-RVP	REQUIREMENTS VERIFICATION PLAN FOR CAD				7,350.00		
		MCT Implementation Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			39,600.00			
		INSTALLATION OF DIGITAL DISPATCHING CLIENT - \$700 Firehouse Install, \$700						
1	MCT-CLIENT-INST	Firehouse Interface, \$1,400 Mobian Client		2,800.00				
1	MCT-AVL-SERV	AVL SERVER INSTALLATION AND TRAINING		2,800.00				
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00				
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH					1,400.00	
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
2	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MCT- 2 days				2,400.00		
3	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING - Classroom size is limited to 10 users 3 - 3 day classes for up to 30 total Williamson County "trainers".	10,800.00					
		<i>Continued on next page</i>						
		<i>Continued from previous page</i>						
		RMS Implementation Services						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			76,800.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					12,200.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	4,800.00					
2	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	19,200.00					
58	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	69,600.00					
1	RMS-DATACNV-ANL	DATA CONVERSION						62,000.00
1	RMS-RVP	REQUIREMENTS VERIFICATION PLAN FOR RMS				7,350.00		
		MFR Implementation Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			43,200.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING		2,800.00			2,800.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING						
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING - 1 day MFR Offense	1,200.00					
2	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	14,400.00					
		MCT & MFR ADD ON MODULE USER TRAINING - 3- 1 day class MFR Accident, 3 - 1/2 day class MFR Areal, 3 - 1/2 day class MFR Citations	7,200.00					
1	MFR-ADD-TRN							
1	MFR-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MFR - 1 day			1,200.00			
1	MCT-RVP	REQUIREMENTS VERIFICATION PLAN FOR MFR/MCT			7,350.00			
45	MCT-USR-TRN	MCT USER TRAINING - 45 classes of MCT training. Each class is a 1/2 day For training 450 users.	27,000.00					
25	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING - 25 classes for MFR training Each class is 2 days. Limited to 10 users per class.	60,000.00					
15	RMS-USR-TRN	RMS USER TRAINING	72,000.00					
		Web Based Applications Services						
1	INT-PROJ-MGNT	Project Management Services for Internet Applications			3,600.00			
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00				
1	INT-OPS-TRN	OPCENTER TRAINING	1,200.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
		OpCenter Web Application Server						
1	TCH-INSTALL-SERV	Implementation Services for Application Server					1,400.00	
		P2C Web Application Server						
1	TCH-INSTALL-SERV	Implementation Services for Application Server					1,400.00	
		Data Backup Solution						
1	TCH-INSTALL-BKUP	Implementation Services for Data Backup Solution					1,400.00	
		Property and Evidence Bar Coding Hardware						
4	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					2,800.00	
		Quartermaster Bar Coding Hardware						
2	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					1,400.00	
		Centralized Time Source						
1	TCH-INSTALL-NTCLK	Implementation Services for Spectracom NetClock Hardware					1,400.00	
		Third Party Hardware, Software and Services						
6	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers					8,400.00	
		TOTAL SERVICES FEE:	\$ 316,000.00	\$ 45,600.00	\$ 214,950.00	\$ 22,350.00	\$ 67,600.00	\$ 82,000.00

Qty	Part #	Custom Modifications	Fee
		Standard Interfaces	
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System.	\$ 7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application	7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.	7,500.00
1	RMS-CUST-MOD	RMS CUSTOM MOD -The OSSl RMS/Leads Online Pawn interface	7,500.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Tyler's Legacy RMS.	8,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Deccan's Live MUM and Wall Map Products.	20,000.00
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler's Mugshot system	10,000.00
		CUSTOM MODIFICATION FEE for Standard Interfaces	\$ 68,000.00

Qty	Part #	Custom Modifications	Fee
		Custom Enhancements	
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Display non AVL units	\$ 40,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Display ETA calculation for dispatched units	36,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Query for Unit recommendation	36,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Routing and text to speech directions in MCT	44,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status	84,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Color Code / Back-light most recent notes to call for service	3,200.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Hover over unit on map for information (information to be defined)	3,200.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Limit Rolodex contents by discipline / service	4,800.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - See any discipline resource responding to a common call for service on the mobile map as default setting	4,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Parse narrative for keyword and notify responders	24,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Tie SOP to nature code and responsible agency	4,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Support for cross-manned apparatus	24,000.00
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Line breaks and modification to narrative text display	4,000.00
		Subtotal	\$ 311,200.00
1	DISCOUNT	DISCOUNT	\$(311,200.00)
		CUSTOM MODIFICATION FEE for Custom Enhancements	0.00

Notes to Services Tables:

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 reasonably 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 then-current 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.

³ Travel and Living Expenses for Services under this Supplement are estimated at \$131,345.00. Notwithstanding anything to the contrary as may be provided, this price is a "not to exceed" amount based on the Services selected by Customer at the time of execution of this Agreement. The amount listed above 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.

⁴ Upon completion of development of these specified Custom Enhancements, SunGard Public Sector will incorporate each Custom Enhancement into the applicable Baseline Component System, to be maintained under SunGard Public Sector's Baseline Maintenance Program pursuant to the terms of the Software Maintenance Agreement.

PAY AGENCY PRODUCTS^{1,2}:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		CAD Application Server			
1	HWR-STRA-APP-SAN	Fault Tolerant Application Server	\$ 66,105.00		
1	HWR-STRA-MTC	Status Assured Availability Plus			\$ 13,404.00
1	THP-MS-WINSVRENT-INC	Windows Server 2008 Enterprise Edition (Stratus)	0.00		
1	TCH-STRA-JSTRT	Implementation Services for Stratus ftServer		\$ 7,594.00	
		RMS Application Server			
1	HWR-STRA-APP-SAN-AU	Fault Tolerant Application Server	36,103.49		
1	HWR-STRA-MTC	Status Assured Availability Plus			9,885.06
1	THP-MS-WINSVRENT-INC	Windows Server 2008 Enterprise Edition (Stratus)	0.00		
1	TCH-STRA-STND	Implementation Services for Stratus ftServer		2,050.00	
		Message Switch Application Server			
1	HWR-STRA-MSG	Fault Tolerant Message Switch Server	17,482.79		
1	HWR-STRA-MTC-LV	Status Assured Availability Plus			5,977.01
1	THP-MS-WINSVRSTD-INC	Windows Server 2008 Standard Edition (Stratus)	0.00		
1	TCH-STRA-STND	Implementation Services for Stratus ftServer		2,050.00	
		Property and Evidence Bar Coding Hardware			
4	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	8,255.52		
		Quartermaster Bar Coding Hardware			
2	HWR-QMSTR-HWRKIT	Quartermaster Bar-Coding Kit	4,127.76		
		Centralized Time Source			
1	HWR-SPCTM-GP931-O	Spectracom Centralized Time Solution	8,643.33		
1	HWR-SPCTM-PTENSE	Spectracom ProsenTense Time Synch Software	1,184.71		
		Third Party Hardware, Software and Services			
1	THP-MS-VFP9	Microsoft Visual FoxPro 9.0	267.19		
250	HWR-MGKT-SWIPE1	Magtek MiniWedge Swipe Reader	12,942.50		
1	THP-PAGEGATE	PageGate Network Paging Software	565.00		
1	SHIPPING	SHIPPING (not to exceed)			\$ 4,000.00
1	NETWORK ASSESSMENT	NETWORK ASSESSMENT		27,000	
1	DISCOUNT	DISCOUNT FOR NETWORK ASSESSMENT		(\$27,000)	
		Alarm Billing Software Solution			
1	THP-CRYWOLF-SERV	CryWolf Server License	27,000.00		
1	THP-CRYWOLF-INST	CryWolf Installation and Training		9,800.00	
1	THP-CRYWOLF-T&L	CryWolf Travel and Living		2,800.00	
1	THP-CRYWOLF-ASP	CryWolf Web ASPX Module License	4,800.00		
		Pay Agency Products Totals	\$185,477.29	\$ 24,294.00	\$ 29,266.07

Notes to Pay Agency Products Table:

¹Governed by the Stratus Assured Availability Plus service agreement to be executed between Customer and Stratus Technologies.

²Governed by the Annual End User Software License and Maintenance Agreement to be executed between Customer and AOT Public Safety Corporation (CryWolf).

SUMMARY OF COSTS

Payment Schedule	Total Contract	Due Upon Delivery Date	As Incurred/ Delivered	Due on Completion	Due after kick-off	Due on Installation	Due after 1st user training	Due after CAD Go-Live	Due after RMS Go-Live	Due 30 days after final Component System Go-Live	Due on delivery
License Fees	\$1,253,769.00	\$ 1,253,769.00									
CAD Installation	16,100.00			\$ 16,100.00							
MCT Installation	12,600.00			12,600.00							
RMS Installation	7,000.00			7,000.00							
MFR Installation	2,800.00			2,800.00							
Web Based Installation	7,000.00			7,000.00							
Project Management	214,950.00				\$ 21,495.00	\$42,990.00	\$ 42,990.00	\$ 42,990.00	\$ 42,990.00	\$ 21,495.00	
Professional Services	22,300.00				2,230.00	4,460.00	4,460.00	4,460.00	4,460.00	2,230.00	
Implementation	57,600.00				5,760.00	11,520.00	11,520.00	11,520.00	11,520.00	5,760.00	
Conversion	82,000.00			82,000.00							
Training	315,000.00			315,000.00							
Custom Modification fees (Standard Interfaces)	88,000.00			88,000.00							
Pay Agency Hardware & Software	185,477.29										\$ 185,477.29
Pay Agency Services	24,294.00										24,294.00
Pay Agency Annual Maintenance	29,266.07										29,266.07
Pay Agency Shipping	4,000.00		\$ 4,000.00								
Source Code Escrow (first year)	700.00	\$ 700.00									
Travel and Living (not to exceed)	131,345.00		131,345.00								
Grand Total	\$2,434,201.36	\$ 1,254,469.00	\$ 135,345.00	\$510,600.00	\$ 29,485.00	\$55,970.00	\$ 55,970.00	\$ 55,970.00	\$ 55,970.00	\$ 29,485.00	\$ 239,037.36

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 based on a milestone, deliverables based schedule:

SunGard Public Sector License Fee:	100% on the Delivery Date.
Installation per module:	Due on completion.
Project Management, Professional Services Implementation Services:	10% due after kick-off 20% due after installation of the Component Systems 20% due after 1 st user training 20% due on CAD Go-Live* 20% due on RMS Go-Live* 10% due 30 days after last Component System module Go-Live*

*Go-Live means the Component System is ready to be used with real data in a production (and not testing) mode.

Training Fees:	Due on completion of each training class.
Conversion Fees:	Due on completion.
Custom Modification Fees (for Standard Interfaces):	Due on completion
Pay Agency Products Hardware & Software Fee:	100% due on receipt of Proof of Delivery to SunGard Public Sector, or on delivery to Customer
Pay Agency Products Services Fee:	100% due on completion and/or delivery of the services.
Pay Agency Products Initial Annual Maintenance (Stratus)	100% due on the date of delivery of the related Stratus product
Pay Agency Products Shipping Fee	Due as incurred.

1. SunGard Public Sector understands and agrees that it is the primary and sole point of contact for any design, configuration, programming, installation, testing, operation, maintenance, troubleshooting, repairs, and upgrade or enhancement to the Component System modules and the Custom Modifications being purchased and implemented through SunGard Public Sector by Williamson County, to the extent purchased under this Agreement.

2. SunGard Public Sector agrees and acknowledges that upon execution of this Agreement, Williamson County and SunGard Public Sector will work together in good faith on a priority basis as it relates to design, configuration, programming, installation, testing, operation, maintenance, troubleshooting, repairs, and upgrade or enhancement to the Component System modules and the Custom Modifications, being purchased and implemented by Williamson County. In return, Williamson County understands and agrees that SunGard Public Sector has the right to use Williamson County as a reference, demonstration location, or both, for advertising and validation purposes. Williamson County and SunGard Public Sector will work together in good faith on future product or module development endeavors and as such agrees and desires to be an "Alpha" and "Beta" test site for such developments for our testing and development environments. Production environment(s) shall not be part of any "Alpha" or "Beta" testing.

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 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 workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS software on up to nineteen (19) CAD and ten (10) RMS 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. SunGard Public Sector understands and agrees E911 services, hardware, and software are provided by a third party; Capitol Area Council of Governments through a contract with AT&T. SunGard Public Sector will collaborate with these two entities to ensure E911 connectivity is appropriate and functional.

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.

Item 12: SunGard Public Sector shall deliver to customer prior to implementation of products and / or services described herein a detailed System Responsibility Document. This document shall contain sections that describe the responsibilities of parties involved in providing services, activities and / or products that materially contribute to the success of the project. Tentative parties include, but are not limited to, Williamson County and its subordinate business units, SunGard Public Safety, Capital Area Council of Government, ACS/Firehouse and other to be determined parties. SunGard shall list for each party those responsibilities which have been assigned to each or are the responsibility of each.

Item 13 Network Assessment: Prior to the installation of software products and hardware as defined in This Agreement, SunGard Public Sector shall complete an assessment of Williamson County's communications and computing network as described in Exhibit 4. SunGard Public Sector shall, where appropriate, make recommendations to Williamson County what additional infrastructure components (e.g., routers, switches, communication lines) are necessary to support the level of anticipated transactions and concomitant transaction response time to these transactions. Transaction is defined as *"an individual query or command made by the user to the system."* Response time of defined as *"the initial query or command by the user and the subsequent response to that query or command to the user by the system"*.

DESCRIPTIONS:

Component Systems and related Services

Part Number: CAD-T6

Description: BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License
Tier 6

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Function
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Seven (7) Call Taker/Dispatcher Console Licenses

Part Number: CAD-CON

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 SunGard Public Sector's CAD system.

Part Number: CAD-MAP

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

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 SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-E911

Description: E911 INTERFACE MODULE

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

The Customer must provide an RS232C/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 Public Sector 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: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector'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-MRM

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 SunGard Public Sector's CAD System.

Part Number: CAD-PQA-LAW

Description: LAW PROQA INTERFACE

Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Fire Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-PQA-MED

Description: MEDICAL PROQA INTERFACE

Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Medical Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-PQA-FIR

Description: FIRE PROQA INTERFACE

Long Description: SunGard Public Sector has developed an interface to ProQA's windows version of Fire Dispatch. SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor.

The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release.

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface.

Part Number: CAD-INT-PG

Description: SUNGARD OSSI'S INTERFACE TO PAGEGATE

Long Description: SunGard Public Sector's interface to NotePage, Inc., 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-RS

Description: CAD ROSTER MODULE

Long Description: The CAD Roster Module interfaces CAD with user defined personnel rosters. CAD then automatically monitors these rosters and units roll on and off duty without dispatcher intervention.

Part Number: CAD-TDD

Description: ZETRON MODEL 3030 TDD INTERFACE

Long Description: The Zetron Model 3030 TDD Interface allows CAD to interface with the Zetron model 3030 TDD machine. This allows the user to communicate directly with the caller from CAD.

The Customer must purchase and install the Zetron hardware equipment. The Customer is also responsible for obtaining the manufacturer recommended cables.

Part Number: CAD-CAPLUS-T6

Description: CRIME ANALYSIS PLUS

Long Description: Crime Analysis module that combines data from both OSSI CAD and OSSI 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: CAD-INT-CRY

Description: CAD INTERFACE TO CRYWOLF

Long Description: This is a two way interface with the 3rd party CRYWOLF alarm product. SQL CAD interfaces with CryWolf® Alarm Billing. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

Part Number: CAD-RR

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.). The customer can configure Rip and Run Module to send one Dispatch Report to each responding station or a Dispatch Report for each responding unit. 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-INT-EMSCH

Description: EMS CHARTS INTERFACE

Long Description: The EMS Charts interface allows OSSI CAD to send event data to the EMS Charts Patient Care Reporting System. OSSI CAD sends specific data elements to EMS Charts as they occur throughout the life of the CAD event. This process gives EMS Charts access to the most current CAD data relating to an event. Pricing provided by SunGard is applicable to SunGard Data Systems only and specifically does not include any pricing proposed by any additional 3rd parties to implement the proposed solution.

Part Number: CAD-C2C

Description: CAD 2 CAD

Long Description: The C2C (CAD to CAD) module is designed to transfer events between two independent SunGard Public Sector 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 recipients 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-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

Long Description: SunGard Public Sector supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

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-INST

Description: BASE CAD SOFTWARE INSTALLATION - \$4,200 - Base Cad, \$700 - E911, \$1,400 - CA PLUS, \$700 - RipRun, \$350 - CAD Zetron TDD Interface, \$1,400 - Cad2Cad, \$350 - CryWolf, \$700 - EMSCharts Interface, \$350 - Firehouse, \$1,400 - ProQA Medical, \$700 - Interface to PageGate, \$1,400 - ProQA Law, \$1,400 ProQA Fire, \$350 cad Roster Module, \$700 CAD Interface to Pictometry.

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

Four (4) days of QA services to assist with the CAD implementation.

Four (4) days to review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Two (2) SunGard professionals (1 QA and 1 Technical Services) to be on-site for up to two (2) days when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

XY Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

Part Number: CAD-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - CAD MRM - \$600, CAD Roster - \$600

Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Part Number: CAD-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - CA Plus - \$2,800

Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

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.

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: CAD-MAP-EDTRN

Description: MAP EDITOR TRAINING

Long Description: SunGard Public Sector will provide up to three (3) days of training at SunGard Public Sector's office in High Point, NC. The training will include the updating and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard Public Sector's Map Editor as the primary application for maintaining maps.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING - 4 classes. Each class is 4 days.

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days

Part Number: CAD-RVP

Description: REQUIREMENTS VERIFICATION PLAN FOR CAD

Long Description: Requirements Verification Test plan development and delivery. This includes planning and related services.

Part Number: MCT-BMS-T11

Description: BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.

Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 150 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT

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), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

MCT Licenses are required to purchase this product.

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 allow officers the ability to pin map mobile search results.

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

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

Required for AVL capability.

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

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL - 600 with MCT

Long Description: SunGard Public Sector'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 Public Sector's AVL.

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSI Visual MCT supports the ability to request Occupancy data from within the FireHouse® package.

The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-SWI

Description: STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector 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
 - Automatic State/NCIC query on license plates from CAD
 - 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. PC Anywhere and an external modem are required on the Message Switch server. 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: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. 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: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT - \$700 Firehouse Install, \$700 Firehouse Interface, \$1,400 Mobian Client

Long Description: Includes installation, configuration and testing of MCT and MFR modules.

Part Number: MCT-AVL-SERV

Description: AVL SERVER INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes two (2) days of on-site Technical Services; two (2) days of QA testing prior to user training; and one (1) day of on-site go-live.

Part Number: MCT-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - MCT- 2 days

Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING - Classroom size is limited to 10 users. 3 - 3 day classes for up to 30 total Williamson County "trainers".

Long Description: Three (3) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: RMS-BASE-SITE

Description: SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the appropriate number of licenses needed for their agency

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) :

UPGRADE TO SITE LICENSE

INCLUDES SITE LICENSES FOR THE FOLLOWING MODULES:

RECORDS MGMT SYSTEM, RMS MAPS, NOTIFICATIONS, ACCIDENT MODULE, AND MUGSHOT DISPLAYS

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING - SITE

Long Description: SunGard Public Sector's OSSI 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 Public Sector.

- 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 Public Sector to support via the Internet.

Part Number: RMS-INTELLIGENCE

Description: INTELLIGENCE MODULE - SITE

Long Description: The OSSI 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-P&E-SITE

Description: PROPERTY AND EVIDENCE MODULE - SITE LICENSE

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 is not included.

Part Number: RMS-DOCSCAN SITE

Description: DOCUMENT SCANNING AND STORAGE - SITE

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

Part Number: RMS-BAR HOST-SITE

Description: BAR CODING SERVER LICENSE - SITE LICENSE

Required for Bar Code capability

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

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.

License is per workstation.

Part Number: RMS-LINK-T6

Description: LINK ANALYSIS MODULE - SITE

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-MAP-SITE

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE

Required for RMS

Long Description: Provides the ability to pin map locations from SunGard Public Sector'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-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE

Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-CFS-SITE

Description: CALLS FOR SERVICE MODULE SITE LICENSE

Long Description: The Calls for Service Module allows users to enter and maintain calls for service events within the agency.

Part Number: RMS-NTF-SITE

Description: NOTIFICATION MODULE - SITE LICENSE

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 a 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-ACCIDENT-SITE

Description: BASIC ACCIDENT MODULE - SITE LICENSE

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 state specific form for printing.

Part Number: RMS-QTRMSTR-SITE

Description: QUARTERMASTER MODULE - SITE LICENSE

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, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

Part Number: JMS-MS DISPLAY-SITE

Description: MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE

Long Description: This allows the Customer to view mugshots and create line-ups.

Part Number: RMS-RPRF

Description: RACIAL PROFILING MODULE - SITE LICENSE

Long Description: The Racial Profile module allows officers to document required traffic stop information. Each agency's form for racial profile data collection may vary and must be approved by Product Management

Part Number: RMS-SOFF

Description: SEX OFFENDER MODULE - SITE LICENSE

Long Description: This agency or state specific module allows for the registration and agency reports of sex offenders as defined by the local court. It allows for various classification levels and various re-registration rules.

Part Number: RMS-RL- SITE

Description: REMOTE LINEUP APPLICATION - SITE LICENSE

Long Description: The OSSI Remote Lineup Application allows users to create an 8 Image Lineup within OSSI RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

Policies from the NC Actual Innocence Commission are enforced with this application.

Part Number: RMS-ANIMAL

Description: ANIMAL CONTROL MODULE - SITE LICENSE

Long Description: The Animal Control module allows for the collection of information related to the operations of the agency's Animal Control Division including tracking of events surrounding the capture or surrendering of an animal to the Animal Shelter. Information includes the ability to store narrative information and follow up tracking entries associated with the status and/or disposition of the animal. The application will allow for tracking of dangerous animal alerts at specific locations and allow for the storage of system attachments, including images of the animal when available. This module will have separately assigned security access within RMS. Summary reporting will be available to generate shelter statistics and manage the shelter population.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE - SITE LICENSE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several 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-GANG

Description: GANG TRACKING MODULE - SITE LICENSE

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.

Part Number: RMS-TRAIN-SITE

Description: TRAINING MODULE - SITE LICENSE

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-RSW-SITE

Description: RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE

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 Public Sector's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

Part Number: RMS-ASSET-SITE

Description: ASSET MANAGEMENT MODULE SITE LICENSE

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

Part Number: RMS-CANINE

Description: CANINE TRACKING MODULE - SITE LICENSE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This add-on module is available in RMS 5.0 and 8.0 versions.

This module participates in the existing RMS security model allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity. If a K-9 team checks multiple locations or dwelling where there are multiple hits, the K-9 officer will receive multiple case numbers for the activity. In this case, multiple K-9 records will be created and each hit will be treated as a separate event.

Part Number: RMS-PSD

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-CIVIL-SITE

Description: CIVIL PROCESSING MODULE - SITE LICENSE

Long Description: The Civil Processing Module houses records of civil process paperwork. This includes entry and management of civil papers, assignments to officers, letters to responsible parties and the collection of fees, processing of charges for service, etc. While the module is not specific to each state, the module is so designed as to allow the user to select certain rules and procedures.

Part Number: RMS-PS-SITE

Description: PAWN SHOP/PAWN WATCH - SITE LICENSE

Long Description: Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch is an add-on module that allows the Customer to create user defined 'watches' against existing and future pawn tickets entered from the Pawn Module. These watches generate 'hit' reports notifying the requesting investigator of a Pawn Watch match.

Part Number: RMS-GENPERM-SITE

Description: GENERIC PERMIT MODULE - SITE LICENSE

Long Description: This module provides the ability to record application and status of various permits as applied for by citizens. Module tracks payment of permits and enforces local agency policies for the issuance of permits.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. 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: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes the installation of SunGard Public Sector's base RMS application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard Public Sector will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Three (3) days to review Customer's data at SunGard Public Sector's OSSl office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Two (2) days of QA support for assistance with implementation.

Two (2) SunGard professionals to be on-site for up to two (2) days when the base RMS System goes live as determined by the project plan.

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.

SunGard Public Sector 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 Public Sector.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including leading teachbacks and providing feedback to agency trainers.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING -

Long Description: Training for Add-On OSSI RMS Modules to include:

10 - 1/2 day classes Accident,
2 - 1/2 day Calls For Service
2 - 1 day Prop/Evid
2 - 1 day Bar Client
4 - 1/2 day Link Analysis
10 - 1 day Notifications
Included with base RMS training - Mugshot Display
6 - 1/2 day Intelligence
2 - 1 day DocScan
Included with base RMS training - RacProf
3 - 1/2 day Sex Off
3 - 1 day Crime Analysis
2 - 1 day classes Quartermaster
3 - 2 day classes Remote Lineup
1 - 1 day class for Animal Control
2 - 1 day classes for Gang
3 - 1/2 day classes for Training module
2 - 1/2 day classes for Residential Security Watch
2 - 1/2 day classes for Asset Mgmt
1 - 1 day class for Canine
1 - 3 day class for Professional Standards
6 - 1 day class for Civil Process
2 - 1/2 day classes Generic Permits
2 - 1/2 day Pawn

Part Number: RMS-DATACNV-ANL

Description: DATA CONVERSION -

Module/Data Source	Price
Names (Person Names, Business Names, Scars Marks & Tattoos)	\$10,000
Arrests (Adult, Juvenile)	\$5,500
Incident (Associated Names, Property Vehicles and Narratives)	\$10,000
Citation	\$5,500
Accident	\$5,500
Pawn	\$3,000
Internal Affairs	\$2,000
Property & Evidence	\$5,000
Sex Offenders	\$2,000
Premise History for CAD	\$5,500
Calls for Service	\$8,000

Total: \$62,000

Long Description: SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses.

This fee is not for the actual data conversion.

Part Number: RMS-RVP

Description: REQUIREMENTS VERIFICATION PLAN FOR RMS

Long Description: Requirements Verification plan development and delivery. This includes planning and related services.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Required for MFR Accidents

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

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Required for drawing accident scenes.

MS Visio is required. Quoted in the Hardware/System Services quote.

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: MCT-MFR-CITATION

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard Public Sector's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

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

Part Number: MCT-MFR-RACEPROF

Description: MFR CLIENT - RACIAL PROFILING

Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: MCT-MFR-OFF

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. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MFR-REV-T11

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 450 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 150 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC

Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.

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 Public Sector's Message Switch.

The Message Switch Client provides the following functions:

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

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBILAN 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. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. 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: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to test OSSI MFR.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING - 1 day MFR Offense

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 setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING - 3 - 6 days classes for MFR. Limited to 10 users per class. For training a total of up to 30 Williamson County "trainers"

Long Description: Six (6) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING - 3-1 day class MFR Accident, 3-1/2 day class MFR Arrest, 3-1/2 day class MFR Citations,

Long Description: Training for MCT and MFR Add-on Modules.

Part Number: MFR-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES - MFR - 1 day

Long Description: Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-RVP

Description: REQUIREMENTS VERIFICATION PLAN FOR MFR/MCT

Long Description: Requirements Verification plan for MCT including planning and related services.

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING - 45 classes of MCT training. Each class is a 1/2 day. For training 450 users.

Long Description: Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = up to 4 hours.

Part Number: MFR-USR-TRN

Description: MOBILE FIELD REPORTING USER TRAINING - 25 classes for MFR training. Each class is 2 days. Limited to 10 users per class.

Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = up to 2 days.

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days.

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 Public Sector 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 Public Sector 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 Public Sector'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 Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and 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 Public Sector'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 Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT

Description: Project Management Services for Internet Applications

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. 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: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: JMS-BASE-100

Description: JAIL MANAGEMENT SYSTEM MODULE - 100 WORKSTATION

Long Description: Includes:

- On Line Booking (Intake)
- Central Names Interface
- Automated Wants and Civil Checks
- Initial Inmate Screening - Medical and Suicide
- Risk Assessment
- Arrest Information
- Bond Information
- Property Management
- Integration with Mugshot System
- Inmate Tracking
- Court List Generation
- Scheduled Events Management (Court, Medical Appointment, etc.)
- Holds
- Facility Capacity Agency and Occupancy
- Inmate Cash Accounts
- Payment History
- Medical Cost Tracking
- Criminal History

Part Number: JMS-IPAC-MEDS

Description: HAND HELD PC MEDICINE DISPENSATION MODULE

Long Description: The JMS Medication Module can interface to a handheld device. This interface allows downloading medication dispensing schedules to the handheld device. Jail personnel can then use the handheld device to record the results of dispensing medication as they are given anywhere in the facility. The interface displays the inmate's image, full name and cell location as well as the medication name, dosage and dispensing instruction. Once medications have been dispensed, the recorded information is uploaded into JMS and a permanent log of the transactions are created. This interface saves data-entry man-hours and increases the quality of the log data.

This module requires Compaq's IPAC model 3800 series or higher. Unless noted within this quote, SunGard Public Sector has not included this device.

Part Number: JMS-COMMISSARY-100

Description: JAIL COMMISSARY - 100 WORKSTATION

Long Description: Jail Commissary Module allows a jail facility to maintain an internal commissary. This module keeps an inventory of items in the commissary "store." It adjusts the inmate's cash account for purchases made.

Part Number: JMS-STATE-LIVSCAN

Description: STATE LIVSCAN INTERFACE

Long Description: This is SunGard Public Sector's LiveScan (CardScan) interface module. This interface passes the arrest portion of the booking record from SunGard Public Sector's application software to the LiveScan (CardScan) device to eliminate redundant data entry. The LiveScan device must be on the local LAN, and based on state requirements, this may require the Customer to install a second NIC in the LiveScan device. SunGard Public Sector has not included the cost for that card or service for the second NIC installation. Listed below is an inventory of Customer's responsibilities:

Customer is responsible to provide network connection for the LiveScan device to the State Agency.

The Customer must verify that the LiveScan vendor has the LiveScan computer set up to receive demographics transfer. In most cases the LiveScan vendor charges for these services and for the associated interface software. These are all the responsibilities of the Customer and are not included in this Proposal/Contract.

Customer must be able to "ping" the LiveScan device on the Windows 2000, or higher, network prior to SunGard Public Sector delivering the LiveScan Interface Software.

Customer must provide a toll-free number, IP address, user login name and user password to access the LiveScan network using TCP/IP.

Customer must provide all hardware, modem, PC, phone lines and any other required equipment or software to connect to the associated State Department for the LiveScan Interface.

Customer must have completed and certified the above mentioned items. Customer is responsible for all technical resources to meet these requirements.

Customer must coordinate with the State departments to support these efforts and testing these interfaces.

If multiple trips are required because the Customer or other involved party did not complete their tasks, the Customer will be required to reimburse SunGard Public Sector for the additional travel and living expenses.

SunGard Public Sector is only providing SunGard Public Sector's software and related implementation services.

Part Number: JMS-HH-WATCH

Description: HAND HELD SPECIAL WATCH MODULE

Long Description: This module extends the usability of the JMS special watch module, allowing correction officers to record special watch observations away from a workstation. With the handheld interface, special watch records can be downloaded to the handheld device. Once special watch observations are completed, they can be uploaded into the JMS special watch module observation log as permanent record.

This requires an approved Pocket PC device. Please consult product management to determine approval of the specific Pocket PC device desired to be used.

Part Number: JMS-MUG-2

Description: SUBSEQUENT MUGSHOT CAPTURE STATION SOFTWARE

Long Description: Additional license of SunGard Public Sector's mugshot capture station application.

Part Number: JMS-MUG-1

Description: MUGSHOT CAPTURE STATION SOFTWARE

Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard Public Sector requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard Public Sector's specialized capture board is required. SunGard Public Sector recommends three-point lighting and 18% flat gray background that follow the FBI's new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard Public Sector.

Part Number: JMS-INT-VINE

Description: OSSI JMS VINE INTERFACE

Long Description: This interface allows participation in the nationwide VINE (Victim Information Notification Everyday) network. Complete inmate records are sent to VINE on a schedule determined by the agency. This timely reporting ensures the current inmate information is always available to the VINE program.

Part Number: RMS-POP-SITE

Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE

Long Description: The Problem Oriented Policing Module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

Part Number: RMS-CRST-SITE

Description: CRIME STOPPERS MANAGEMENT MODULE -SITE LICENSE

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 Public Sector'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-FLMAINT-SITE

Description: FLEET MAINTENANCE MODULE SITE LICENSE

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-PP-SITE

Description: PROBATION AND PAROLE MODULE - SITE LICENSE

Long Description: The Probation and Parole Module allows the Customer to enter and maintain probation and parole data within the agency.

Part Number: JMS-PROJ-MGNT

Description: PROJECT MANAGEMENT

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. 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: JMS-INST

Description: BASE JMS SOFTWARE INSTALLATION CHARGES - Base JMS- \$2,800; Mugshot Installation- \$1,400

Long Description: Includes the installation of SunGard Public Sector's base JMS application software on the server. This service also includes the configuration of up to five (5) JMS workstations for the JMS application software once on site and operational within the Customer's network. SunGard Public Sector will train the System Administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: JMS-IMPL

Description: BASE JMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: Includes testing, audit, and go-live assistance.

One (1) day for data audit.

Two (2) days for QA testing.

One (1) SunGard professional to be on-site for up to two (2) days when the base JMS System goes live as determined by the project plan.

Part Number: JMS-MNT-TRN

Description: JMS 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 2 days

SunGard Public Sector 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 Public Sector.

Part Number: JMS-TTT-TRN

Description: JMS TRAIN THE TRAINER TRAINING

Long Description: Six (6) days of on-site training and assistance designed to prepare agency training staff for conducting JMS User Training. OSSI Training Specialist provides 3 days of instruction on JMS followed by 3 days of consulting, including observing and providing feedback to agency trainers.

Part Number: JMS-ADD-TRN

Description: JMS ADD ON MODULE TRAINING - \$600- Commissary, \$600 MS Display, \$600 Mugshot Capture Station, \$600 - HH Watch, \$600 - IPAC Meds

Long Description: Training for Add-On OSSI JMS Modules

Part Number: RMS-DATACNV-ANL

Description: DATA CONVERSION ANALYSIS ONLY

Long Description: SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost-based on time and materials plus reimbursement of travel and living expenses.

This fee is not for the actual data conversion.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

2 - 1/2 day classes Crime Stoppers

3 - 1/2 day classes Fleet Maint

2 - 1/2 day classes for Probation and Parole

1 - 1/2 day class for Problem Oriented Policing

Long Description: Training for Add-On OSSI RMS Modules.

Custom Modifications – Standard Interfaces

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System. An SOW would be needed and agreed upon before any development begins.

Long Description: An interface with Tyler's Odyssey Court System allowing import of new Warrant and Civil Process records from Tyler to SunGard's OSSI RMS. As part of the import, Warrants and Civil papers will require name candidating to ensure

duplicate names are not created. Interface would facilitate transfer of Warrant Disposition and Civil Disposition back to Odyssey from RMS ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

RMS-CUST-MOD

Description: RMS CUSTOM MOD – Interface with eDocs Application– An SOW would needed and agreed upon before any development begins

Long Description: An allowance for custom modifications related to an interface to the County's eDoc application. Functionality associated with the interface will be documented in a mutually agreed upon statement of work. Allowance accounts for up to 37.5 hours of development services. Should the development effort exceed the allowance, SunGard will provide revised pricing above and beyond the allowance. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.

View only access to Odyssey Jail System.

The interface will provide the ability to query a view within the Tyler Odyssey SQL database, created by Tyler, and display view results in a read only format within the OSSI RMS. Price does not include any pricing Tyler may require for their development. An SOW will be required.

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

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MOD - OSSI RMS/Leads Online Pawn interface

Long Description: There is a one-way data exchange where data is imported into the OSSI RMS Pawn database from a designated directory on the Leads Online FTP server. An Import button is provided in the RMS Pawn Shop module to access an interface to select pawn files for import. The interface connects to the Leads Online FTP site and downloads all pending import files to a specified directory on the RMS server. Downloaded files are then deleted from the Leads Online FTP site. The RMS user can select one or more files to process. A pawn ticket record is created in the OSSI RMS Pawn module for each record in the import files. An optional function is provided to candidate the name of the person pawning the item against the RMS master names database.

Agencies wishing to use this interface must contract with Leads Online to make pawn data available on the FTP server for download and obtain the necessary credentials to connect to the Leads Online FTP site. Configuration settings are provided to specify the FTP address, login name and password. ***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-CUST-MOD

Description: Interface to Tyler's Legacy RMS

Long Description: - Interface to Tyler's Legacy RMS. CAD will create and send a skeleton Record to the Tyler RMS. ***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-CUST-MOD

Description: Interface to Deccan's Live MUM and Wall Map Products.

Long Description: SunGard will develop an interface to Deccan's Live MUM product. SunGard will provide AVL unit locations to the Deccan products. When Deccan's product recommends a unit be moved to a different station and the user accepts this recommendation, Deccan will send this information to SunGard's OSSI CAD. The OSSI CAD will process this unit move transaction in the same way it would if the user performed the move transaction in CAD with the "MOVE" command. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development

Part Number: RMS-CUST-MOD

Description: Interface to Tyler's Mugshot system

Long Description: An interface with Tyler's mugshot environment to facilitate transfer of mugshot images to the SunGard OSSI RMS environment. Tyler will expose a SQL view containing mutually agreed upon data elements and the mugshot image(s). Before importing images to RMS, the associated name record must be validated to ensure the name does not already exist in RMS. If a name does not exist, a name will be created utilizing data provided by Tyler. Price does not include any pricing Tyler may require for their development. An SOW will be required. ***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.***

Custom Modifications – Custom Enhancements

Part Number: CAD-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Display non AVL units

Long Description: SunGard will develop the ability to display non-AVL equipped units on the map. These units will only appear on the map at the location of an event once their status is "arrived" or "available on scene". If the unit's status changes to another status other than Arrived or Available on Scene, the unit will disappear from the map. The user will be able to move the non-AVL units on the map by putting the map in a special mode (separate from zoom/info/pan mode) that will allow the user to

drag/drop the non-avl units that are arrived/on-scene. Non-AVL units will display in a different color on the map. This functionality described will apply to non-AVL units only.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Display ETA calculation for dispatched units

Long Description: SunGard will develop an estimated travel time calculation. This calculation will be based on the distance to be travelled along with an approximate speed of travel for a unit. There will be a default speed of travel for all units. In addition, the system administrator will be able to override the default speed of travel for specific units. The estimated travel time will be calculated and displayed for all recommended units on the unit recommendation form. The other place that ETT will be calculated and displayed is when the unit summary information is displayed on the map (separate development item). For non-avl units, their current assigned station location will be used for calculations. The ETT will only be available for geo-verified event addresses.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Requery for Unit recommendation

Long Description: SunGard will develop the ability for the system to automatically re-query the system for appropriate available units that have a lower estimated travel time. The system administrator will be able to configure which nature codes and priority levels the automatic requery should trigger on. The automatic requery would happen until the first unit arrives on scene. The automatic requery will happen at a system administrator defined frequency (ex. every 20 seconds). When a closer unit is found, the system will prompt the dispatcher to swap the two units.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Routing and text to speech directions in MCT

Long Description: SunGard will develop a mobile routing feature that will utilize the local street centerline data on the mobile device. When a mobile unit is dispatched to an event a route will be generated from that unit's current AVL position to the location of the event (requires a geo-validated event address). Text directions can be viewed by clicking a button. The user can click a button to have the Microsoft Text-to-Speech engine read the directions to the user.

Customer will be responsible for providing a properly built street centerline for the purposes of routing. Lines should be properly noted at intersections to denote where turns can be made. Mobile will not provide routing to non-geoverified event addresses.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status

Long Description: SunGard will develop a Cad-2-Cad interface with Austin's TriTech CAD. This interface will utilize the TriTech XML specification for Cad-2-Cad. This interface will support sending a copy of an event automatically based on call type and location, or manually on demand. When the event is created on the remote CAD system a confirmation will be posted to the call notes on the sending CAD system. When new notes are added to a linked call, the notes will be sent to the remote system (dependent on TriTech to support this functionality). Unit AVL and Unit status will be shared on linked events only.

SunGard will add support for AVL and Unit Status information to be exchanged with other OSSl customers via the existing C2C product. Round Rock and Georgetown will be required to purchase the C2C Interface and associated services on a separate contract in order for Williamson County to exchange C2C information with them.

SunGard will develop a Cad-2-Cad interface with Cedar Park's Visionair CAD. This interface will utilize the TriTech XML specification for Cad-2-Cad. This interface will support sending a copy of an event automatically based on call type and location, or manually on demand. When the event is created on the remote CAD system a confirmation will be posted to the call notes on the sending CAD system. When new notes are added to a linked call, the notes will be sent to the remote system (dependent on Visionair to support this functionality). Unit AVL and Unit status will be shared on linked events only. This functionality and pricing assumes that Visionair will be willing to develop to the TriTech XML specification for Cad 2 Cad.

Customer will be responsible for establishing a secure and reliable network connectivity (TCP/IP) with each of these 3 agencies. Some features described here may not be feasible with TriTech (Austin) or Visionair (Cedar Park). SunGard cannot guarantee these other vendors will support all the functionality listed above. Any charges required by TriTech or Visionair will be the responsibility of their respective agencies (Austin/Cedar Park).

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Color Code / Back-light most recent notes to call for service

Long Description: SunGard will develop a system configuration setting (affects all users) that will cause an extra carriage return to be added at the end of each call note item to provide better separation.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Hover over unit on map for information (information to be defined)

Long Description: SunGard currently provides the ability to CTRL+Right Click a unit while the map is in zoom mode, or just Right Click a unit while the map is in info mode. This brings up unit summary window that shows the following data elements: Unit Code, Last AVL location receive date/time, current status, event location (if on an event), names of personnel assigned to unit, closest street address to current unit AVL location. This functionality will be enhanced to also display the nature code of the event the unit is current assigned to. In addition, the estimated travel time from the current location will display if the unit is AVL equipped and they are enroute to a geo-verified event location.

Requires that the Estimated Travel Time feature (separate line item) be developed prior to putting ETT on this unit summary info form.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Limit Rolodex contents by discipline / service

Long Description: SunGard will add a privacy checkbox to the existing phone directory module within CAD. When this checkbox is checked on a record, all phone numbers for that record will be blocked for mobile unit queries and will display as XXX-XXX-XXXX. This privacy field will only affect the phone numbers displayed in mobile phone directory query results.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - See any discipline resource responding to a common call for service on the mobile map as default setting

Long Description: Currently the mobile map can display an AVL snapshot that shows other units of the same service. SunGard will modify this feature to also include any AVL equipped units that are dispatched to the same event (including linked events) regardless of their service.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Parse narrative for keyword and notify responders

Long Description: SunGard will develop the ability for a system administrator to define words/phrases that will trigger a visual and audible alert when a digital dispatch message is received that contains one of these words/phrases. This visual/audible alert will play when the initial digital dispatch is received and when additional dispatch updates are received. Note that when a digital dispatch is sent the first 4 note items are the only ones sent to the mobile. The user has to click the view notes button to request all notes for an event in cases where there are more than 4 notes. Therefore, only the portion of notes sent to the mobile will be eligible for this parsing/alerting.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Tie SOP to nature code and responsible agency

Long Description: SunGard will add a SOP override field at the nature/agency level. If this field is populated, that SOP will be used instead of the SOP specified at the nature level.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Support for cross-manned apparatus

Long Description: SunGard will develop a feature that will allow multiple units to be linked to each other. This linking will denote that the units are participating in a cross manning. When one of these cross manned units is dispatched to an event, the other linked units are automatically put in an out of service status. A CAD or Mobile user will be required to manually put the units back in service.

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-CUST-MOD

Description: CAD CUSTOM MODIFICATIONS - Line breaks and modification to narrative text display

Long Description: SunGard will add line breaks to the ProQA summary information. The CAD system will parse the ProQA summary and detect sentences and add line breaks at the end of the sentence so they will list in an easier to read format.

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.

Pay Agency & Pay Agency related SunGard Public Sector services

Part Number: HWR-STRA-APP-SAN

Description: Fault Tolerant Application Server

Long Description: Stratus ftServer 4500 (SAN Attached)

- 2-way DMR Intel® Quad-Core Xeon™ 2.00GHz CPU

- Redundant Power Supply

- 8 GB Redundant Memory

- (2) 146GB 15K RPM SAS Disk Drive (Mirrored OS)
- (2) 4Gb 1-port Fibre Channel Adapter for EMC
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- IO Expansion Option for PCI-Express
- Fault-Tolerant ASN Attach Kit
- ftServer Slimline DVD-ROM Drive
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Stratus ftScalable External Disk Array

- (1) ftScalable Storage RAID Shelf
- (1) ftScalable Storage Expansion Shelf
- (24) 146GB 15K RPM SAS Disk Drive (Data Storage)
- ftScalable Storage Configuration Module

Part Number: HWR-STRA-MTC

Description: Stratus Assured Availability Plus

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2008 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRENT-INC

Description: Windows Server 2008 Enterprise Edition (Stratus)

Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-JSTRT

Description: Implementation Services for Stratus ftServer

Long Description: ftServer JumpStart Installation and Rack Mounting for the Stratus ftServer 4500.

Includes the Stratus Active Upgrade technology.

Includes the ftScalable Storage On-Site Array Configuration Service

Part Number: HWR-STRA-APP-SAN-AU

Description: Fault Tolerant Application Server

Long Description: Stratus ftServer 4500

- 2-way DMR Intel® Quad-Core Xeon™ 2.0GHz CPU
- Redundant Power Supply
- 8GB Redundant Memory
- (2) 146GB 15K RPM SAS Disk Drive (Mirrored OS)
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- (2) 1-port PCIe Fibre Channel HBA for EMC
- Fault-Tolerant ASN Attach Kit
- DVD-ROM Drive
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-MTC

Description: Stratus Assured Availability Plus

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRENT-INC

Description: Windows Server 2008 Enterprise Edition (Stratus)

Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-STND

Description: Implementation Services for Stratus ftServer

Long Description: ftServer Standard Installation and Rack Mounting for the Stratus ftServer.

Part Number: HWR-STRA-MSG

Description: Fault Tolerant Message Switch Server

Long Description: Stratus ftServer 2600

- 1-way DMR Intel® Quad-Core Xeon™ 2.0GHz CPU
- Redundant Power Supply
- 4GB Redundant Memory
- (2) ftServer 146 GB 15K RPM SAS Disk Drive (Mirrored OS/Data)
- (2) ftServer Single port 10/100/1000 Base-T Ethernet PCI Adapter
- IO Expansion Option for PCI-Express
- Advanced ASN Attach Kit (VTM Module)
- ASN Serial Modem
- ftServer slimline CD-ROM
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-MTC-LV

Description: Stratus Assured Availability Plus

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed annually.

Part Number: THP-MS-WINSVRSTD-INC

Description: Windows Server 2008 Standard Edition (Stratus)

Long Description: Windows Server 2008 Enterprise Edition is included in the purchase of a Stratus ftServer. This also includes 25 Windows Server 2008 CALs.

Part Number: TCH-STRA-STND

Description: Implementation Services for Stratus ftServer

Long Description: ftServer Standard Installation and Rack Mounting for the Stratus ftServer.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard Public Sector's OSSi Implementation Services include:

- Server Hardware Configuration and Initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. SunGard Public Sector will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard Public Sector's OSSi Implementation Services include:

- Server Hardware Configuration and Initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. SunGard Public Sector will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

Part Number: TCH-INSTALL-BKUP

Description: Implementation Services for Data Backup Solution

Long Description: Installation of the Data Backup Solution components.

The Data Backup Solution is to be installed on a customer designated backup server. SunGard Public Sector recommends using a domain controller or a file and print server and not a SunGard Public Sector OSSi Application server.

Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (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 20 SunGard Public Sector OSSi Bar Coding Hardware kits.

Part Number: HWR-QMSTR-HWRKIT

Description: Quartermaster Bar-Coding Kit

Long Description: Quartermaster Barcode Scanning Solution

- (1) Unitech PA500 Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500 Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
- (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 10 SunGard Public Sector OSSi Bar Coding Hardware kits

Part Number: HWR-SPCTM-GP931-O

Description: Spectracom Centralized Time Solution

Long Description: Spectracom GPS Command Center Package GP931-OCXO

- NetClock/GPS Master Clock 9383

- OCXO Oscillator for GPS Back-up
- GPS Antenna 8225
- Antenna Surge Protector 8226
- Cable to Antenna 100' CAL7100
- TimeView 400 Display Clock 8177
- (2) TimeTaps 8179T
- 100' RS-485 Station Cable CW04100

Part Number: HWR-SPCTM-PTENSE

Description: Spectracom Presentense Time Synch Software

Long Description: Windows Network Time Management Software. Upgrades and enhances the W32Time Service for Windows 2003/2000/XP PC's. This package combines the following products for organizations on one LAN with unlimited seats: (1) s-ntp-plt-10 Presentense Time Client NT site license, (1) s-ntp-lta-02 Lan Time Analyzer unlimited clients, and (1) s-ntp-pts-01 Presentense Time Server. One license copy is needed per LAN in the same postal address.

Part Number: TCH-INSTALL-NTCLK

Description: Implementation Services for Spectracom NetClock Hardware

Long Description: Services for installation and configuration of the Spectracom NetClock System. The NetClock hardware will be shipped to SunGard Public Sector for initial configuration and then shipped to the Customer for onsite installation. Onsite installation includes administrator training on how to manage the system.

The installation of the NetClock antenna, TimeView Display Clock and cabling are the responsibility of the Customer and are not included in these services.

Part Number: THP-MS-VFP9

Description: Microsoft Visual FoxPro 9.0

Long Description: This program allows modification of existing SunGard Public Sector OSS! applications and databases, including data when necessary. It is a core piece of the SunGard Public Sector OSS! support package.

Part Number: HWR-MGTK-SWIPE1

Description: Magtek MiniWedge Swipe Reader

Long Description: MagTek USB Magstripe Swipe Card Reader for in car MCT use to swipe Operator's License in States that use a mag-stripe system.

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 Public Sector's OSS! 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 Public Sector is not responsible for the warranty or maintenance of this product. The manufacture's warranty applies.

Part Number: TCH-INSTALL-ONSITE

Description: On-Site Installation for Application Servers

Long Description: The SunGard Public Sector Onsite Implementation Services include:

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

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.

Part Number: THP-CRYWOLF-SERV

Description: CryWolf Server License

Long Description: CryWolf alarm billing software server license.

Part Number: THP-CRYWOLF-INST

Description: CryWolf Installation and Training

Long Description: CryWolf alarm billing software installation and training services.

Part Number: THP-CRYWOLF-T&L

Description: CryWolf Travel and Living

Long Description: CryWolf alarm billing software travel and living expenses for installation and training.

Part Number: THP-CRYWOLF-ASP

Description: CryWolf Web ASPX Module License

Long Description: CryWolf alarm billing software server license.

Number of Software Supplements Attached: 3

EXHIBIT 2
Travel Policy (Budget Order) as of September 15, 2009 for Williamson County

For any official, their employee, or the employees or reserve deputies of other departments to received expenses allowances for the above referenced expenses, the funds to be used to pay the reimbursement must have been appropriated by the Commissioner's Court prior to the expenses being incurred.

XXVII. EMPLOYEE RECOGNITION EXPENSES

1. Employee Recognition Expenses should be nominal in nature. These items can be taxable to the employee. In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition. Plaques or Certificates of recognition for service, etc. Plaques or Certificates of recognition for Retirement. The purchase of gift cards or meals are not allowable as they are taxable items. Please refer any questions to the Auditor's Office for clarification of your purchases in this area prior to incurring expense

XXVIII. NON-REIMBURSABLE EXPENSES

1. The county does not reimburse expenses related to County Government Week or holiday decorations.
2. Coffee, tea and other related items used by employees are not reimbursable expenses.
3. Mileage to and from county functions such as the Christmas party or Employee Appreciation luncheon is not reimbursable.
4. Other non-reimbursable expenses:
 - a) alcoholic beverages/tobacco products
 - b) personal phone calls
 - c) laundry service
 - d) valet service
 - e) movie rentals
 - f) damage to personal clothing
 - g) flowers/plants
 - h) greeting cards
 - i) fines and /or penalties
 - j) entertainment, personal clothing, personal sundries and services
 - k) transportation to places of entertainment or similar personal activities
 - l) up-grades, air, hotel or car rental
 - m) auto repairs
 - n) baby-sitter fees, kennel costs, pet or house-sitting fees
 - o) saunas, massages or exercise facilities
 - p) credit card delinquency fees
 - q) doctor bills, prescriptions and other medical services
 - r) lifetime memberships to any association for any employee or elected official

XXX. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their

- iii) Training
- iv) Vehicle Deductible
- v) Gasoline
- vi) Cell Phones

- u) Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was, in the judgment of the Commissioner's Court, unnecessary.

XVII. TRAVEL POLICY

1. The employee shall be responsible for all excess costs and additional travel expense resulting from taking an indirect route or a delayed return trip for personal preference or convenience.
2. No advance travel expenditure will be paid directly to the employee. If an employee pays for an expense in advance, reimbursement will not be made until after the trip is taken.
3. Reimbursement for transportation costs will be at the most reasonable means of transport. (i.e.: airline cost will be reimbursed at coach rate)
4. The County will not be responsible for, nor reimburse for additional changes due to personal preference or personal convenience of the individual traveling.
5. The County will not reimburse airfare prices if higher than the cost of mileage reimbursement. County employees may use Lovoi Travel or Accent Travel and charge airfare purchases on the County's air travel account.
6. Additional expenses associated with travel that is extended to save costs (i.e.: a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals) if the trip had not been extended. Documentation will be required to justify the expense.
7. Per Code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d) all expense reimbursement requests must include the following:
 - a) Date
 - b) Destination
 - c) Purpose
 - d) Name of traveler(s)
 - e) conference/seminar agenda, or any correspondence that verifies the business purpose of the expense.
8. Each expense reimbursement must have an original signature of the person requesting the reimbursement & the department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged.

9. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.
10. All expense reimbursements must be received in the Auditor's office no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement. The County Judge has the authority to approve requests over 60 days old.
11. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.
12. All expenses except mileage and meals must have a paid receipt. If a receipt cannot be obtained a written statement of the expense from the employee may be substituted for the receipt.
13. The Supreme Court has ruled that the Internal Revenue's ruling that "traveling expenses" incurred "while away from home" which are deductible under Section 162 (a) (2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Therefore, all meals not associated with an overnight stay are taxable to employees.
14. All credit card bills paid through Accounts Payable (i.e.: American Express, JP Morgan) must have detailed receipts attached, excluding meal receipts. Meals for day travel should NOT be charged on a county credit card. (See item 13 above) County credit card statements must be approved by someone other than the card holder unless the cardholder is an elected official.
15. Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. The sales tax exemption form is available in the Financial Center.
16. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is unobtainable, the employee should submit a signed affidavit itemizing the expenditure with the expense report.
17. The County will not pay for any late charges incurred on County credit cards. It is the cardholder's obligation to make sure the bill is submitted in a timely manner.
18. The County will hold the individual(s) who made the charges responsible for finance charges and/or late payments due on invoices or credit card payments that are turned in to Accounts Payable late or because the department budget did not have enough funds to process the payment in a timely manner.
19. Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.
20. Any personal expense incurred by employees should be reimbursed to the county. Please attach your check made payable to Williamson County for these charges with your expense reimbursement.

21. Expenses incurred due to an employee or elected official serving on a board or committee of an association related to their county employment will only be reimbursed to the extent that the association does not reimburse the employee. The employee needs to provide documentation of their request for reimbursement from the association and the association's denial of the request.

XVIII. SEMINARS/CONFERENCES

1. A copy of a check in lieu of a paid receipt may be used as the receipt for registration fee/reimbursements.

2. The check must be made payable to the seminar/conference and a copy of the check is required. In addition, a brochure or similar document of the conference indicating the amount of registration fee and the conference agenda must accompany the copy of the check supporting the reimbursement claim.

3. You can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts Payable Department with proper backup documentation. Please note that a check request will take 13-20 days to process once it is received in the Accounts Payable Department.

4. Registration fees, if paid by the employee will not be reimbursed until after the conference or training date.

XIX. TUITION REIMBURSEMENT

1. The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and **pre-approved** by the County Auditor for full time employees. The training/class work must provide the employee with skills and/or knowledge that is specifically applicable to the employee's job description. A copy of the employee's job description and the course description should be submitted with the approval request. The funds for these courses must be available in the appropriate departments training budget. The County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for reimbursement of 100% tuition not to exceed that which would be payable at a state supported college or university located within a 50 mile radius of Williamson County.

XX. OFF SITE STAFF DEVELOPMENT

Off site staff development is a period away from normal activities for study and instruction under a **professional trainer**. These periods away from the office provide a forum to discuss issues and ideas that will aid in running your department.

1. Off site staff development is limited to once a year per department

2. The total cost for offsite staff development should not exceed (per employee) the normal and/or customary cost for an individual employee training expense.
3. Any expense incurred due to attendance at an offsite staff development must follow the guidelines outlined in the Budget Order (ie: meals, lodging, mileage, etc)
4. A list of attendees must be submitted for documentation as required by IRS Publication 463.

XXI. MEALS

1. Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred.
2. Each employee is on their honor to request reimbursement for actual expenses incurred.
3. Meals are reimbursable only for county business trips that are outside the county. Exception may be made for Commissioners Court meetings that extend beyond 1:00 p.m.
4. Meal reimbursements are limited to a maximum of \$40.00 per day. An employee may claim up to \$20.00 for meals when traveling outside the county for day trips. An employee may claim up to \$40.00 for meals when traveling outside the county and an overnight stay is necessary or when the employee's work hours extends at least three hours beyond their normal scheduled workday. You will be required to provide documentation of extended work hours.
5. If an overnight stay is required, but the stay does not exceed a 50-mile radius outside the county, you may claim an amount up to the \$40.00 overnight allowance for your meals, but lodging will not be reimbursed.
6. Meal receipts are not required unless requested by your supervisor or department head or the meal is charged on a county credit card. Meal receipts that are turned in to Accounts Payable will be reimbursed for the actual meal costs.
7. No reimbursement will be made for alcoholic beverages.
8. The IRS has ruled that certain amounts paid to employees for meal expense may be taxable income to the employee. Meals associated with day travel are taxable to the employee. These reimbursements will be forwarded to the payroll department to process the expense. Do not charge day travel meals on your county procurement card. You will be required to reimburse the county for these expenses and submit an expense reimbursement request.

9. Employees should only request reimbursement for their own expenses. Any employee who requests reimbursement for a day travel meal for another employee will be charged taxes on the amount requested for both employees.
10. Tips should be reasonable and should be included in the \$20.00 or \$40.00 meal allowance.
11. Employees whose duties take them to alternate work locations within the county are not reimbursed the lunch meal. It is the employee's own responsibility to make provisions for lunches that are incurred within the county.
12. No meals purchased for entertainment/business purposes will be allowed.
13. Meal reimbursements will be paid for county employees only.
14. Meal reimbursement for an overnight stay must be substantiated with a hotel receipt or a written statement from the employee if non-commercial lodging was obtained.

XXII. LODGING

1. Lodging expenses will be reimbursed only if traveling beyond a 50-mile radius of Williamson County. (This means 50 miles beyond the county line. Lodging in Austin will not be reimbursed.)
2. Hotel accommodations require an original itemized hotel folio as a receipt. The lodging receipt should include the name of the motel/hotel, number of occupants and the goods or services for each individual charge such as room rental, food, tax, etc. Credit card receipts by themselves are not acceptable.
3. Individuals will only be reimbursed for a single room rate charge + any applicable tax. If a single room is not available you must provide documentation to justify the expense. You may also be required to provide additional documentation if the room rate appears to be excessive.
4. When lodging is shared by two or more employees the names of the authorized travelers should be noted on the receipt.
5. Each employee should review the room invoice carefully for accuracy upon checking out.
6. Personal telephone charges whether local or long distance are not reimbursed. If you incur telephone charges that are county related, please identify them on your hotel receipt.
7. Government rates, when available should be requested at all times.

XXIII. AIRFARE

1. The county will only incur up to a coach price fare for air travel when required.

2. The county will not be responsible for, nor reimburse for additional changes due to the personal preference or personal convenience of the individual traveling.
3. Airfare may be charged to the County's air travel account that has been established with Lovoi Travel and Accent Travel.
4. Airfare reimbursement will be paid directly to the travel agency, airlines or your county travel card. (i.e.: JP Morgan)
5. Employees who pay for their own airfare tickets will be reimbursed **upon return** from their business trip.
6. Air travel expenses must be supported with the receipt copy of your airline ticket or an itinerary. If tickets are purchased through a web site, please submit a copy of the web page showing the ticket price if no paper ticket is issued.
7. Cancellation penalties may be levied by airlines when a ticket cannot be used. The county could reimburse the employee this cost if the change in travel plan was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County Judge for consideration of payment and is subject to review by the County Auditor per Local Govt. Code 113.064.
8. Should an airline delay necessitate an overnight stay, the employee must first attempt to secure complimentary lodging from the airline. If unsuccessful, the employee should obtain lodging at the most reasonable available rates and the county will reimburse this expense. Documentation for the delay must be submitted.
9. The county will not reimburse employees for tickets purchased with frequent flyer miles.

XXIV. CAR RENTAL

1. Travelers may rent a car at their destination when:
 - a) It is less expensive than other transportation modes such as taxis, airport shuttles or public transportation such as buses or subways.
 - b) Cars rented should be economy or mid size. Luxury vehicle rentals will not be reimbursed.
2. Rental cars will not be allowed for travel within the county.
3. Employees may rent a car to travel to their business destination outside the county only if the total cost of the rental is less than the mileage reimbursement cost. (Check with Accounts Payable for current rates) Documentation showing the cost comparison between the rental cost and mileage may be required.
4. Many car rental companies charge an exorbitant cost for gasoline if the car is not returned with a full tank. Employees should avoid such unnecessary charges by returning the car with a full tank.

5. The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request.

6. Insurance purchased when renting a vehicle may also be reimbursed.

XXV. PERSONAL CAR USAGE

1. Any county official or employee who is authorized to use their personal vehicle when required to travel on official county business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. Check with the Accounts Payable department for current rates.

2. Mileage will be reimbursed on the basis of the commonly used route.

3. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare. You may be required to provide a cost comparison between mileage and airfare.

4. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

5. Mileage should be calculated from the employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting, conference or seminar.

6. When more than one employee travels in the same vehicle, only one person may claim mileage reimbursement.

7. To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report; Per IRS Guidelines.

- a) The purpose of the trip
- b) Date
- c) Location traveled to and from
- d) Number of miles traveled

8. Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement.

9. Toll Tags will be purchased for County vehicles as approved by the County Judge. Some examples of this are for the haul trucks in Road and Bridge and transportation vehicles in Juvenile Services. Contact the County Auditor's Office to assist in setting up these accounts and getting approval of the County Judge. County vehicles with toll tags and those that are exempt may access the toll roads for county business only and not for personal commuting.

10. It is the responsibility of employees to keep track of their own mileage.

11. The officials and employees who are listed in the section entitled "County Vehicles" below, are to be provided with a county vehicle in lieu of mileage.

12. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, car repairs and collision damage are not reimbursable.
13. Officials using personal vehicles on county business will be subject to a Vehicle Use Policy adopted by the Commissioners' Court.
14. See Addendum -- VEHICLE USE POLICY (as updated September 15, 2009)

XXVI. OTHER EXPENSES

1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt. If a receipt is unobtainable or is lost, a written statement must be submitted for the expense.
2. Expenses other than meals or mileage require a receipt for reimbursement.
3. Only paid receipts will be reimbursed.
4. A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees.
5. The County will pay for uniforms, per IRS Guidelines, only if the below policy is adhered to:

UNIFORM POLICY

Uniforms for law enforcement and corrections personnel shall be issued subject to policies issued by the relevant elected official.

Uniforms for all other county personnel shall be subject to the following countywide policy:

- a. No uniforms shall be issued to any county employee unless the department head has determined that the wearing of a uniform by that employee is a reasonable job requirement. In the case of a department head, the County Judge must make this determination.
- b. All uniforms shall be so distinctive as not to be readily adaptable for personal use.
- c. The uniform must be worn while on duty at all times required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required, or while on an authorized meal or other break during a work period when the uniform is required. The uniform may not be worn at any other time.
- d. All uniforms and other county property shall be promptly returned if the person leaves county employment.
- e. No uniform shall be issued to an employee unless they have acknowledged this policy in writing.
- f. No funds from the current county budget may be expended for uniforms except in compliance with this policy.

EXHIBIT 3

**SUNGARD PUBLIC SECTOR INC. AGREEMENT TO GRANT PERMISSION TO
ALLOW ACCESS TO SOFTWARE**

among

Williamson County, TX
c/o: Williamson County TS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

and

SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, Williamson County, TX ("**Customer**") and **SunGard Public Sector Inc.**, ("**SunGard Public Sector**") are entering into that certain Software License and Services Agreement to which this Exhibit 3 is attached ("**Customer Agreement**"); and

Whereas, Customer desires that the following public safety agencies (the "**Accessors**") obtain access to the Software licensed by Customer under the Customer Agreement;

Customer has designated Williamson County Technology Services as the "lead agency" for managing the systems, sub-systems, and modules in this Agreement and shall be the main point of contact for both contract and support issues.

Accessors:

- Williamson County
- Williamson Cities and County Health District
- Bartlett Volunteer Fire Department
- City of Cedar Park
- Coupland Volunteer Fire Department
- Florence Volunteer Fire Department
- Granger Volunteer Fire Department
- Hutto Volunteer Fire Department
- Jarrell Volunteer Fire Department
- Jollyville Volunteer Fire Department
- City of Leander
- Liberty Hill Volunteer Fire Department
- Sam Bass Volunteer Fire Department
- City of Taylor
- Taylor Volunteer Fire Department
- Thrall Volunteer Fire Department
- Weir Volunteer Fire Department
- City of Hutto
- City of Granger
- City of Florence
- City of Liberty Hill
- City of Thrall
- City of Bartlett
- City of Jarrell
- City of Weir

Now therefore, the parties agree as follows:

1. Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Customer permission to allow access to Accessed Software by the Accessor(s) under the terms of this Access Agreement ("Access Agreement"). The Accessed Software is as follows:

All Software licensed to Customer

2. SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach.

3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to the Accessor(s) to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessor(s) in such event, provided the Accessor(s) is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessor(s) provide a replacement technical environment satisfactory to SunGard Public Sector.

4. Customer understands that Accessor(s) will not be granted access to the Accessed Software unless and until Accessor(s) acknowledge the terms of this Access Agreement and thereby agree that Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector. The Accessor(s) shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor(s) shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees. Accessor(s) further acknowledges that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Customer shall be the first point of contact for the Accessor(s) for Accessed Software in the event that support services are required by the Accessor(s). Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with SunGard Public Sector for support services.

A

Physical Network Audit

Ensure that your network infrastructure can keep pace with the demands of your business. A physical network audit helps you avoid potential problems, reduce costs and prepare for consolidation. Stratus measures how well your existing infrastructure is working, provides advice on new services and applications and helps you track key resources.

Key Steps and Deliverables

- **Assessment of network topology**
 - A comprehensive initial assessment catalogs your existing network topography and infrastructure elements. During the process we examine:
 - routers, switches, and servers
 - basic security features
 - physical layout and configuration of network components
- **Network inventory documentation**
 - The audit fully documents network design elements and includes a list of your current physical inventory.
- **Recommendations**
 - The findings are summarized and recommendations are made for improving network topography and planning for future growth. These may include:
 - network configuration and optimization
 - implementation of new network-based applications
 - problem identification related to network loads or network-based software
- Two staff members receive a four-hour knowledge transfer.

Benefits

- **Identifies consolidation and cost-saving opportunities**
Minimize resource utilization and optimize business processes with new technologies that can help drive down IT infrastructure costs.
- **Reduces risk**
A thorough network inventory analysis allows you to build on infrastructure strengths and identifies potential focus areas where improvement is needed
- **Prepares your business for compliance audits**
A documented inventory of network assets and topography is an essential step in preparing for any compliance audit.



Business Process
Optimization



Cost
Avoidance



Risk
Avoidance



Increase Business
Resilience

EXHIBIT 5

Optional Pay Agency Items

Optional Pay Agency Items

For a period to expire twelve (12) months from the Execution Date, Customer or Accessor(s) has the option to purchase the Optional Pay Agency items listed below at the fees stated. In the event that Customer or Accessor(s) elects not to license the Optional Pay Agency Items during the election period, this option shall terminate. In the event that Customer or Accessor(s) elects to exercise this option, SunGard Public Sector and Customer or Accessor(s) will enter into a written agreement to provide license of the Optional Pay Agency item and corresponding implementation services (if any) to Customer or Accessor(s).

Qty.	Part #	Optional Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		CAD Application Server			
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	\$ 8,812.46		
		RMS Application Server			
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	8,812.46		
		Message Switch Application Server			
1	THP-MS-SQLSTDPROC	Microsoft SQL Server 2008 Standard Edition CPU License	4,406.23		
		OpCenter Web Application Server			
1	HWR-SERV-INT-R	Internet Application Server	2,560.00		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
		P2C Web Application Server			
1	HWR-SERV-INT-R	Internet Application Server	2,560.00		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
		Data Backup Solution			
1	HWR-SERV-DB-R	Data Backup Application Server	4,540.13		
1	THP-MS-WINSVRSTD	Windows Server 2008 Standard Edition	569.47		
1	HWR-BACKUP-RCKLG	Data Backup Kit (Large Site - Rack Mount)	3,826.64		
1	THP-SYM-BKPEXEC	Symantec Backup Exec™ 12 for Windows Servers w/1yr Combo	622.87		
5	THP-SYM-BKAGT	Symantec Backup Exec™ 12 Agent for Windows Systems with first year	1,862.35		
1	THP-SYM-MEDIA	Symantec Backup Exec™ 12 and Agents Media Kit	33.22		
		Server Rack			
1	HWR-SERV-RACKLG	Standard Server Rack	3,580.00		
		AVL Hardware Solution			
150	HWR-ARLNK-PKG-VZN	Airlink Pinpoint GPS Bundle for Verizon (Serial)	159,834.00		
		Mobile Printing Solution			
110	HWR-PNTX-KIT-USB	Pentax Printer Bundle - USB	44,000.00		
		Third Party Hardware, Software and Services			
175	THP-MS-VISO7	Microsoft Visio 2007 Standard Edition	28,313.25		
		DECCAN International*			
1	HWR-CUSTOM	DECCAN LiveMUM Software	72,202.00		
1	HWR-CUSTOM	DECCAN LiveMUM WallMap Software	23,400.00		
		Fire Records Management Software Solution			
1	THP-FIREHOUSE-SOFT	FIREHOUSE Fire Records Management Software	136,250.00		
1	THP-FIREHOUSE-SUPP	FIREHOUSE Software Annual Support			25,080.00
1	THP-FIREHOUSE-TRN	FIREHOUSE Software Training and Installation Services		50,000.00	
1	THP-FIREHOUSE-CREDIT	FIREHOUSE Credits for Prior Purchases	(16,585.00)		
		Optionals Pay Agency Products Totals	\$490,739.02	\$ 50,000.00	\$ 25,080.00

*Subject to SunGard Public Sector completing a negotiated reseller agreement with Vendor.

**Quantities shown are for illustration only. Per unit pricing for actual quantities ordered will be the calculated fractional amount based on the quantity/pricing shown.

Long Descriptions:

Part Number: THP-MS-SQLSTDPROC

Description: Microsoft SQL Server 2008 Standard Edition CPU License

Long Description: Microsoft's SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: THP-MS-SQLSTDPROC

Description: Microsoft SQL Server 2008 Standard Edition CPU License

Long Description: Microsoft's SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: THP-MS-SQLSTDPROC

Description: Microsoft SQL Server 2008 Standard Edition CPU License

Long Description: Microsoft's SQL Server 2008 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: HWR-SERV-INT-R

Description: Internet Application Server

Long Description: Dell PowerEdge R300 (Rack Design)

- (1) Intel® Quad Core Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB
 - 2GB DDR2 667MHz (2x1GB), Single Ranked DIMMs
 - SAS6iR Integrated Controller Card
 - (2) 73GB 15K RPM SAS Hard Drive (RAID 1)
 - Dual On-Board NICs
 - 24X IDE CD-RW/DVD ROM Drive
 - Rack Chassis w/Rapid Rails
 - Rack Bezel
 - Single Power Supply w/cord.
 - 3 Year 7x24 ProSupport for IT 4HR Onsite Pack
-

Part Number: THP-MS-WINSVRSTD

Description: Windows Server 2008 Standard Edition

Long Description: Microsoft Windows Server 2008 Standard Edition server license. Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-SERV-INT-R

Description: Internet Application Server

Long Description: Dell PowerEdge R300 (Rack Design)

- (1) Intel® Quad Core Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB
 - 2GB DDR2 667MHz (2x1GB), Single Ranked DIMMs
 - SAS6iR Integrated Controller Card
 - (2) 73GB 15K RPM SAS Hard Drive (RAID 1)
 - Dual On-Board NICs
 - 24X IDE CD-RW/DVD ROM Drive
 - Rack Chassis w/Rapid Rails
 - Rack Bezel
 - Single Power Supply w/cord.
 - 3 Year 7x24 ProSupport for IT 4HR Onsite Pack
-

Part Number: THP-MS-WINSVRSTD

Description: Windows Server 2008 Standard Edition

Long Description: Microsoft Windows Server 2008 Standard Edition server license. Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-SERV-DB-R

Description: Data Backup Application Server

Long Description: Dell PowerEdge PowerEdge R610 (Rack Design)

- (2) Intel® Xeon® E5520, 2.26Ghz, 8M Cache, Turbo, HT, 1066MHz Max Mem
 - 4GB Memory (4x1GB), 1066MHz Single Ranked UDIMMs for 2 Processors, Adv ECC
 - PERC 6/i Integrated
 - Chassis for Up to Six 2.5-Inch Hard Drives
 - (5) 146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive (RAID 5)
 - Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC
 - Energy Smart Power Supply, Redundant, 570W
 - 2x NEMA 5-15P-C14 Wall Plug, 125V, 15A, 10 Ft. Power Cords for Redundant PSUs
 - iDRAC6 Express
 - DVD ROM, SATA, Internal
 - Sliding Ready Rails With Cable Management Arm
 - Rack Bezel
 - 3 Year ProSupport for IT 4HR 7x24 Onsite: Non Mission Critical
-

Part Number: THP-MS-WINSVRSTD

Description: Windows Server 2008 Standard Edition

Long Description: Microsoft Windows Server 2008 Standard Edition server license. Includes right to downgrade to Windows Server 2003, if necessary.

Part Number: HWR-BACKUP-RCKLG

Description: Data Backup Kit (Large Site - Rack Mount)

Long Description: PV114X, LTO4-120 Tape Rack Enclosure, 1 SAS Drive Rack Mount TBU

Dual Ported PCI-Express SAS 5/E HBA with 4M SAS cable

Rapid Rails for Dell Rack

(1) LTO4-120 800GB/1.6TB Tape Media 10 Pack

(1) LTO-4 Cleaning Cartridge

3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite

Part Number: THP-SYM-BKPEXEC

Description: Symantec Backup Exec™ 12 for Windows Servers w/1yr Combo

Long Description: Base data backup and recovery software. Provides centralized administration and management of backup and recovery functions for the entire network.

Part Number: THP-SYM-BKAGT

Description: Symantec Backup Exec™ 12 Agent for Windows Systems with first year of support.

Long Description: Backup Agent for Windows Systems

- Optimizes data transfers for 32- and 64-bit remote Windows servers for faster backups
- Protects open files on local or remote servers while in use
- Automates server disaster recovery for local and remote tape-based environments to quickly get your business back on track.
- Provides continuous disk-based protection, with point-in-time snapshots, while eliminating file server backup windows

Part Number: THP-SYM-MEDIA

Description: Symantec Backup Exec™ 12 and Agents Media Kit

Long Description: Media Kit for VERITAS Backup Exec 12 software and its agents

Part Number: HWR-SERV-RACKLG

Description: Standard Server Rack

Long Description: Dell PowerEdge 4220

- 42U Rack with Doors and Side Panels
- 8 Port Keyboard/Video/Mouse Analog Switch
- (8) USB Server Interface Pod
- (2) 16Amp, Power Distribution Unit 208V
- 1U KMM Console with Touchpad Keyboard and 17 LCD, Rapid Rails
- Inside Delivery Service for Dell PowerEdge Rack System
- 42U Rack Installation
- 3Yrs Parts Delivery (Next Business Day)

Part Number: HWR-ARLNK-PKG-VZN

Description: Airlink Pinpoint GPS Bundle for Verizon (Serial) Long Description: Airlink Pinpoint GPS bundle with built-in CDMA modem. Package includes:

- Airlink Pinpoint with GPS & serial interface
- Dual-Band Antenna
- Mounting bracket
- 6' Serial cable
- 1 Year Parts and Labor warranty

Unless otherwise specified, installation services for mobile hardware is not included in this price.

Part Number: HWR-PNTX-KIT-USB

Description: Pentax Printer Bundle - USB

Long Description: Pentax PJ3 USB Printer Bundle

- (1) Pentax PocketJet 3 Engine
- (1) Pentax PocketJet Mount and MT
- (1) Pentax DC Car Adapter
- (1) 10' MiniUSB Cable

Unless otherwise noted, the customer is responsible for the installation of the Pentax Printer Bundle. Installation is not included in the quoted price.

Part Number: THP-MS-VIS07

Description: Microsoft Visio 2007 Standard Edition

Long Description: Visio 2007 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSI Accident Wizard.

Part Number: THP-FIREHOUSE-SOFT

Description: FIREHOUSE Fire Records Management Software

Long Description: ACS FIREHOUSE Fire Records Management Software. See attached quote for details.

Part Number: THP-FIREHOUSE-SUPP

Description: FIREHOUSE Software Annual Support

Long Description: ACS FIREHOUSE Fire Records Management Software Annual Support. See attached quote for details.

Part Number: THP-FIREHOUSE-TRN

Description: FIREHOUSE Software Training and Installation Services

Long Description: ACS FIREHOUSE Fire Records Management Software Installation and Training. See attached quote for details.

Part Number: THP-FIREHOUSE-CREDIT

Description: FIREHOUSE Credits for Prior Purchases

Long Description: ACS FIREHOUSE Fire Records Management Software Prior User Credit. See attached quote for details.

Part Number: HWR-CUSTOM

Description: DECCAN LiveMUM Software

Long Description: DECCAN International. See attached quote for details.

Total Price for LiveMUM

(Includes Configuration, Project Management, Installation, and up to 6 Licenses per communications center, Training, Interface cost, and Maintenance cost for year 1).

Live Move-Up Module (LiveMUM) is a software tool that interfaces with a live CAD system to display to Communications Center dispatchers current coverage in real time and offer move-up recommendations based on various criteria (business rules and/or operational procedures) set by the Communication Center.

Part Number: HWR-CUSTOM

Description: DECCAN LiveMUM WallMap Software

Long Description: DECCAN International. See attached quote for details.

Total Price for LiveMUM Wall Map Feature

(Includes Configuration, Project Management, Installation, 1 Licenses per communications center, and Maintenance cost for year 1).

The LiveMUM WallMap application is an add-on to LiveMUM that displays realtime current coverage display for up to four capabilities simultaneously. These capabilities can be modified on-the-fly so the Client can focus on one, two, three, or four capabilities at any given time. A complete configuration may include well over four primary capabilities that can be turned on or off as well.

The WallMap application can contain the same configuration as the regular LiveMUM application or a special customized data set independent of the standard configuration. For instance, the WallMap may be configured to only focus on select capabilities for specific regions of the Client's county/city where the regular LiveMUM configuration can provide coverage display of the entire county/city.

The LiveMUM WallMap is ideal for display on flat screen televisions, monitors, or by using a projector device. It can be a quick and easy real-time reference tool for all agency individuals to see from any location in the dispatch center.

Number of Software Supplements Attached: 3

EXHIBIT 5

Optional Component System Items

Optional Component System Items

For a period to expire twelve (12) months from the Execution Date, Customer has the option to purchase the Optional Component System items listed below at the fees stated. In the event that Customer elects not to license the Optional Component System Items during the election period, this option shall terminate. In the event that Customer elects to exercise this option, SunGard Public Sector and Customer will enter into a written agreement to provide licensing of the Optional Component System Items and corresponding implementation services (if any) to Customer.

	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	\$ 92,950.00
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	70,200.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	7,500.00
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	63,000.00
1	CAD-E911	E911 INTERFACE MODULE	6,500.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,500.00
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	26,600.00
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	31,500.00
1	CAD-PQA-LAW	LAW PROQA INTERFACE	7,500.00
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE	7,500.00
1	CAD-PQA-FIR	FIRE PROQA INTERFACE	7,500.00
1	CAD-INT-PG	SUNGARD OSSIS INTERFACE TO PAGEGATE	1,000.00
1	CAD-RS	CAD ROSTER MODULE	6,500.00
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE	5,500.00
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	22,500.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	7,500.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	6,500.00
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE	7,500.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	5,500.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
		Mobile Data Computing System	
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 650 WORKSTATIONS - Required for MCT's.	76,850.00
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	164,250.00
		MCT CLIENT - MAPS	
450	MCT-MAP	MCT Licenses are required to purchase this product.	33,300.00
		AVL SERVER HOST LICENSE	
1	MCT-AVL-HOST	Required for AVL capability.	35,000.00
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 with MCT	33,000.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	20,000.00
		<i>continued on next page</i>	

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		Records Management System	
		SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the appropriate number of licenses needed for their agency	
1	RMS-BASE-SITE		127,750.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.00
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	7,500.00
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	20,000.00
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	10,000.00
		BAR CODING SERVER LICENSE - SITE LICENSE Required for Bar Code capability	
1	RMS-BAR HOST-SITE		9,500.00
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	9,570.00
1	RMS-LINK-T6	LINK ANALYSIS MODULE - SITE	35,000.00
		RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE Required for RMS	
1	RMS-MAP-SITE		20,000.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	5,500.00
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	7,500.00
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	22,500.00
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	8,500.00
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	20,000.00
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	30,000.00
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	5,000.00
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	15,000.00
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	12,500.00
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	7,500.00
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	12,500.00
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	7,500.00
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	12,500.00
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	7,500.00
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	8,500.00
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	5,500.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	26,000.00
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	12,500.00
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	8,500.00
		<i>continued on next page</i>	

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		Mobile - Field Based Reporting	
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	5,000.00
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes. MS Visio is required. Quoted in the Hardware/System Services quote.	15,750.00
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	53,375.00
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	53,375.00
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	24,250.00
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	121,250.00
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	35,000.00
350	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.	63,280.00
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	20,000.00
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	25,000.00
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-P2C	POLICE 2 CITIZEN	15,000.00
		TicketWriter	
1	MCT-CLIENT-PDA	MCT CLIENT - PDA	500.00
60	MCT-MFR-HH-CIT	MFR CLIENT - HANDHELD CITATION MODULE	30,000.00

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.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any public safety 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 public safety 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 Customer public safety employees or personnel, the term "User" shall mean only that quantity of Customer public safety employees or personnel 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 software utilities 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.

6. 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.**

7. 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, AND/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.**

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

Williamson County, TX

c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

(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.

Williamson County, TX

BY: 

PRINT NAME: Dan Gattis

PRINT TITLE: County Judge

DATE SIGNED: 3-30-10

SunGard Public Sector

BY: 

PRINT NAME Ronald E. Goodrow
AND TITLE: Exec.VP, SunGard Public Sector Inc

DATE SIGNED: 3/23/10

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), 8 (Confidential Information), 9 (Indemnities by SunGard Public Sector) and 11 through 27, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law, Severability, et al, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter. The parties will cooperate with one another in order to adjust each Contract Year so that it coincides with the Customer's Fiscal Year, which begins October 1st and ends September 30th. If necessary, the fees may be pro-rated to adjust to the Contract Year. Notwithstanding anything to the contrary, the initial Contract Year shall commence upon the Execution Date and continue through June 30, 2011. The second Contract Year shall commence on July 1, 2011 and continue through September 30, 2012.

"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.

"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 reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. 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, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a

full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

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. Subject to Customer's payment of the requisite maintenance fees therefor, SunGard Public Sector will provide Maintenance services during the term of this Agreement so that the SunGard Public Sector-provided Enhancements, Customizations, or general release Baseline upgrades are compatible with the then-current version of the SunGard Public Sector-proprietary Baseline Component Systems licensed to Customer under the License Agreement and maintained under this Agreement.

(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. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. 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 Current Annual Maintenance amount (prorated to a fifteen (15) month period for the second Contract Year). For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees not to exceed 5% annually for the first five (5) Contract Years of this Agreement. Fees for Improvements for a Baseline Component System/Custom Modifications are due in accordance with the terms set forth in Exhibit 1.

(b) Additional Costs. 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. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the then-current Williamson County Budget Order, as set forth in Exhibit 2 of the License Agreement. SunGard Public Sector's travel and living expenses will be invoiced on a monthly basis in arrears and due and payable as set forth herein. Expenses incurred in connection with this Agreement shall be identified separately and described in each invoice for payment.

(c) Taxes. To the extent that Customer is not exempt, 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.

(d) Late Charges. Customer's payment for goods, expenses and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from Customer's receipt of invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a good faith discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall pay to SunGard Public Sector, as due, the portion of the invoice that is correct and/or complete, and promptly notify SunGard Public Sector of the portion of the invoice that contains any such discrepancy and/or incompleteness. Following Customer's notification of any discrepancy as to an invoice, SunGard Public Sector will use commercially reasonable efforts to resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Customer. Customer shall pay the remaining portion of the invoice, such that the invoice will be paid in full within thirty (30) days from Customer's receipt of the corrected or revised invoice. Customer's non-payment of the portion of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the

thirty-first (31st) day following the date of Customer's receipt of the corrected or revised invoice.

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 a second Contract Year consisting of fifteen (15) months unless, at least six (6) months 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 six (6) months 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.

(a) Termination For Material Breach. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

(b) Termination for Convenience. Provided that all Improvement Fees for the Contract Year are paid in full, the Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SunGard Public Sector. In the event of such termination, it is understood and agreed that the amounts due to SunGard Public Sector for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

(c) 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.

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 ACTUAL AND DIRECT DAMAGES THAT ARE INCURRED BY CUSTOMER AS THE RESULT OF THE ACTS OR OMISSIONS OF SUNGARD PUBLIC SECTOR, NOT TO EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

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

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

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

EXHIBIT 1

Customer: **Williamson County, TX**

Initial CONTRACT YEAR: Execution Date to June 30, 2011.

Second CONTRACT YEAR: Commencing July 1, 2011 and continuing for a period of fifteen (15) months thereafter.

Subsequent CONTRACT YEAR(s): October 1, 2011 (or anniversary thereafter) through one year thereafter

Improvements for the initial Contract Year are provided at no charge. The Current Annual Maintenance amount in the table below represents the current annual Improvement fee basis for a twelve (12) month period, 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	Current Annual Maintenance*	Support Type
Computer Aided Dispatch				
1	CAD-T8	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 8	\$ 16,731.00	7x24
12	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	12,636.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	1,350.00	7x24
18	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	11,340.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	1,170.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	810.00	7x24
19	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	4,788.00	7x24
21	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	5,670.00	7x24
1	CAD-PQA-LAW	LAW PROQA INTERFACE	1,350.00	7x24
1	CAD-PQA-MED	MEDICAL PROQA INTERFACE	1,350.00	7x24
1	CAD-PQA-FIR	FIRE PROQA INTERFACE	1,350.00	7x24
1	CAD-INT-PG	SUNGARD OSSI'S INTERFACE TO PAGEGATE	180.00	7x24
1	CAD-RS	CAD ROSTER MODULE	1,170.00	7x24
1	CAD-TDD	ZETRON MODEL 3030 TDD INTERFACE	980.00	7x24
1	CAD-CAPLUS-T8	CRIME ANALYSIS PLUS	4,050.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	1,350.00	7x24
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	1,170.00	7x24
1	CAD-INT-EMSCH	EMS CHARTS INTERFACE	1,350.00	7x24
1	CAD-C2C	CAD 2 CAD	1,260.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
Mobile Data Computing System				
1	MCT-BMS-T11	BASE MOBILE SERVER SOFTWARE UP TO 850 WORKSTATIONS - Required for MCT's.	13,833.00	7x24
450	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	26,280.00	5x8
450	MCT-MAP	MCT CLIENT - MAPS MCT Licenses are required to purchase this product.	5,328.00	5x8
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE Required for AVL capability.	6,300.00	7x24
800	MCT-AVL-CLIENT	MCT CLIENT - AVL - 800 with MCT	5,280.00	5x8
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE - Required for MCT/MFR.	3,600.00	7x24
<i>continued on next page</i>				

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		Records Management System		
		SITE LICENSE: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE for All Named Agencies within County. If another agency joins the Williamson County system after contract execution they would need to purchase the appropriate number of licenses needed for their agency.		
1	RMS-BASE-SITE		20,440.00	5x8
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING - SITE	0.00	5x8
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE - SITE	1,200.00	5x8
1	RMS-P&E-SITE	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	3,200.00	5x8
1	RMS-DOCSCAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	1,600.00	5x8
		BAR CODING SERVER LICENSE - SITE LICENSE		
1	RMS-BAR HOST-SITE	Required for Bar Code capability	1,520.00	5x8
6	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,531.00	5x8
1	RMS-LINK-T8	LINK ANALYSIS MODULE - SITE	5,600.00	5x8
		RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE		
1	RMS-MAP-SITE	Required for RMS	3,200.00	5x8
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION - SITE LICENSE	880.00	5x8
1	RMS-CFS-SITE	CALLS FOR SERVICE MODULE SITE LICENSE	1,200.00	5x8
1	RMS-NTF-SITE	NOTIFICATION MODULE - SITE LICENSE	3,600.00	5x8
1	RMS-ACCIDENT-SITE	BASIC ACCIDENT MODULE - SITE LICENSE	1,360.00	5x8
1	RMS-QTRMSTR-SITE	QUARTERMASTER MODULE - SITE LICENSE	3,200.00	5x8
1	JMS-MS DISPLAY-SITE	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	4,800.00	5x8
1	RMS-RPRF	RACIAL PROFILING MODULE - SITE LICENSE	800.00	5x8
1	RMS-SOFF	SEX OFFENDER MODULE - SITE LICENSE	2,400.00	5x8
1	RMS-RL- SITE	REMOTE LINEUP APPLICATION - SITE LICENSE	2,000.00	5x8
1	RMS-ANIMAL	ANIMAL CONTROL MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-CA	CRIME ANALYSIS MODULE - SITE LICENSE	2,000.00	5x8
1	RMS-GANG	GANG TRACKING MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-TRAIN-SITE	TRAINING MODULE - SITE LICENSE	2,000.00	5x8
1	RMS-RSW-SITE	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	1,200.00	5x8
1	RMS-ASSET-SITE	ASSET MANAGEMENT MODULE SITE LICENSE	1,360.00	5x8
1	RMS-CANINE	CANINE TRACKING MODULE - SITE LICENSE	880.00	5x8
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	2,800.00	5x8
1	RMS-CIVIL-SITE	CIVIL PROCESSING MODULE - SITE LICENSE	4,160.00	5x8
1	RMS-PS-SITE	PAWN SHOP/PAWN WATCH - SITE LICENSE	2,000.00	5x8
1	RMS-GENPERM-SITE	GENERIC PERMIT MODULE - SITE LICENSE	1,360.00	5x8
		<i>continued on next page</i>		

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		Mobile - Field Based Reporting		
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE Required for MFR Accidents	900.00	7x24
		ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes.		
175	RMS-WIZ-CLIENT	MS Visio is required. Quoted in the Hardware/System Services quote.	2,520.00	5x8
175	MCT-MFR-CITATION	MFR CLIENT - CITATION	8,540.00	5x8
175	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	8,540.00	5x8
250	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	3,880.00	5x8
250	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	19,400.00	5x8
1	MCT-MFR-REV-T11	REVIEW MODULE FOR FIELD REPORTING UP TO 450 WORKSTATIONS	6,300.00	7x24
		LAN CLIENT LICENSE FOR MESSAGE SWITCH - Access to NCIC/TCIC Required for access to the message switch, TCIC/NCIC, communication to the MCT's, Approval of Field Reports.		
350	MCT-MIS		11,390.00	7x24
50	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	3,200.00	5x8
		Web Based Applications		
1	INT-OPSCAD	OPS CAD	4,000.00	5x8
1	INT-OPSRMS	OPS RMS	4,000.00	5x8
1	INT-P2C	POLICE 2 CITIZEN	2,400.00	5x8
		CURRENT ANNUAL MAINTENANCE AMOUNT	\$ 288,137.00	

Qty	Part #	Custom Modifications	Current Annual Maintenance*	Support Type
		Standard Interfaces		
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to Tyler Systems' Odyssey Court System.	\$ 1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD- Interface to eDocs Application	1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler Systems' Jail Mgmt System.	1,200.00	5x8
1	RMS-CUST-MOD	RMS CUSTOM MOD -The OSSI RMS/Leads Online Pawn interface	0.00	n/a
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Tyler's Legacy RMS.	1,440.00	7x24
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - Interface to Deccan's Live MUM and Wall Map Products.	3,600.00	7x24
1	RMS-CUST-MOD	RMS CUSTOM MOD - Interface to Tyler's Mugshot system	1,600.00	5x8
		Custom Enhancement		
1	CAD-CUST-MOD	CAD CUSTOM MODIFICATIONS - CAD to CAD with AVL and Unit Status	7,200.00	7x24
		CURRENT ANNUAL MAINTENANCE AMOUNT	\$ 17,440.00	

*See payment schedule below for 15 month period after expiration of the initial Contract Year.

SunGard Public Sector will invoice Customer as follows:

\$76,394.00 due on October 1, 2011

\$152,788 due on October 1, 2011

\$152,788 due on July 1, 2012

Thereafter, thirty (30) days prior to Oct 1st of each year, SunGard Public Sector will invoice one-half (1/2) of the annual Improvements fees due and the remaining one-half (1/2) of the Improvements fees will be invoiced thirty (30) days prior to July 1st. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice, however, any such change shall not exceed five percent (5%) annually for the first five (5) Contract Years of this 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.

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. "5x11" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time 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 (that is, based upon whether SunGard Public Sector provides 7x24 or 5x11 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

Priority One Calls – one (1) hour or less.

Priority Two Calls - two (2) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

SOFTWARE ESCROW AGREEMENT

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that Williamson County, Texas is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective December 29, 2004 with IMIPM as the escrow agent and SunGard Public Sector Inc. as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement. Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Deposit Account Number

SunGard Public Sector Inc.

26504

Notices and communications to Preferred Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: Williamson County, Texas, c/o
Williamson County ITS

Address: 301 S.E. Inner Loop Rd., Suite 105
Georgetown, TX 78626

Designated Contact: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Williamson County, TX

Preferred Beneficiary

By: 

Name: _____

Title: _____

Date: _____

IMIPM

By: _____

Name: _____

Title: _____

Date: _____

Contact: _____

P.O.#, if required: _____

SunGard Public Sector Inc.
Depositor

By: 

Name: Ronald E. Goodrow
Exec.VP, SunGard Public Sector Inc

Title: _____

Date: 3/23/10