

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-T6	BASE COMPUTER AIDED DISPATCH SYSTEM 7 CAD License Tier 6	\$ 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	990.00	7x24
1	CAD-CAPLUS-T6	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 650 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
600	MCT-AVL-CLIENT	MCT CLIENT - AVL - 600 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		
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	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-DOCSAN SITE	DOCUMENT SCANNING AND STORAGE - SITE	1,600.00	5x8
1	RMS-BAR HOST-SITE	BAR CODING SERVER LICENSE - SITE LICENSE 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-T6	LINK ANALYSIS MODULE - SITE	5,600.00	5x8
1	RMS-MAP-SITE	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE 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
175	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE Required for drawing accident scenes 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
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.	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

SunGard Public Sector Inc.

Deposit Account Number

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: Dan Gattis

Title: County Judge

Date: 3-30-10

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