

AMENDMENT #2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

WILLIAMSON COUNTY, TX
 ("Customer")

and

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

Contract # 100273-2

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution Date of March 30, 2010 (the "Agreement") expressly as provided for in this Amendment.

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

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

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

The Agreement is amended and modified as follows:

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

Qty.	Part #	Description	Training
1	RMS-USR-TRN	RMS USER TRAINING CLASS #11	\$ 4,800.00
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	3,600.00
1	MCT-USR-TRN	MCT USER TRAINING - CLASS #38	600.00
		TOTAL SERVICE FEES	\$ 9,000.00
		TOTAL PAID BY CUSTOMER	\$0.00

Customer was not billed and has not paid any amounts towards the purchase of the Deleted Services in the table above. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Deleted Services.

(b) Exhibit 1 to the Software License and Services Agreement are hereby supplemented to include the Add-On Quote (which shall be governed by the additional terms contained therein) attached hereto as Exhibit 1 and incorporated herein by reference. Pursuant to the Add-On Quote attached hereto as Exhibit 1, the total compensation that may be paid to SunGard Public Sector pursuant to the Software License and Services Agreement shall be Seven Thousand Five Hundred Dollars and 00/100 (\$7,500.00).

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

Williamson County, TX

BY: 

PRINT NAME: DAV A CARTER

PRINT TITLE: County Judge

DATE SIGNED: 03-30-2015

SunGard Public Sector Inc.

DocuSigned by:


BY: 0240C20A72094BA...

PRINT NAME: Chris Coleman

PRINT TITLE: Vice President & CFO

DATE SIGNED: 11/12/2014

EXHIBIT 1

Add-On Quote

<Attach>

Exhibit 1

SunGard Public Sector Inc.
 4000 OSSI Court - High Point, NC 27265 -
 Phone: 336-878-1287 - Fax: 407-304-1272 - Email: Brian.Rennie@Sungardps.com

SUNGARD® PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgr
11/04/14	BNBRQ1238	Brian Rennie

Quote Prepared For:

Williamson County, TX
 Richard Semple
 508 S. Rock Street
 Georgetown, TX 78626
 US
 Phone: (512) 943-1300
 Fax: (512) 943-1444

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	MCT-CUST-MOD	MFR Citations Modification	\$7,500.00	\$7,500.00	\$0.00

Provide customer the ability to print 4" version of the Williamson County Citation form from the MFR application in addition to their existing 8 1/2 x 11 version. Customer is currently only able to generate the 8 1/2 x 11 version of the citation form from the MFR application. Customer has discontinued the use of the handheld devices and would like to have some users be able to print 4" citations from tablets or laptops like they did on the handheld device.

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.

This quote is valid until **11/30/15**
 DocuSigned by:
Chris Coleman
 0240C20A72094BA...

Total:	\$7,500.00	\$0.00
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This Quote constitutes a Supplement to the Contract and Agreement by and between the parties hereto. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the License Program Support Agreement between the parties hereto.

Should Customer terminate this agreement per the "Term of Contract" Section of the Contract and Agreement, the Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Licensed Program(s) are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the Licensed Program(s) herein.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

This Quote shall be effective notwithstanding any provisions as to non-availability of funds contained in the Contract and Agreement.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Program(s) to Customer.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Payment Terms are as Follows:

License, Project Management, Hardware and Third Party Software Fees are due upon execution of this Quote. Installation is due upon completion. Custom Modifications, Development, Conversion, Hardware and Third Party Software Implementation is due 50% on execution of this Quote, and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Training and Travel/Living expenses are due as incurred monthly. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third Party Application Annual Support Fees - payment terms shall be as provided by the Third Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.