AMENDMENT #3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

WILLIAMSON COUNTY, TX

("Customer")

and

SUNGARD PUBLIC SECTOR, LLC

("SunGard Public Sector")

Contract # 100273-3

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. <u>Defined Terms.</u> 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.
- Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) Exhibit 1 to the Software License and Services Agreement are hereby supplemented to include the Add-On Quote 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 Eight Thousand Eight Hundred Eighty Dollars and 00/100 (\$8,880.00).

Notes to Exhibit

¹ Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Such travel and living expenses will be reimbursed in accordance with the provisions relating to direct and reimbursable expenses of the Williamson County Vendor Reimbursement Policy, as amended and in effect at the time expenses were incurred. SunGard Public Sector's Travel and Expense will be invoiced on a monthly basis in arrears and due and payable as set forth in the Agreement.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Professional Services Fees:

Due on completion

3. <u>Integration Provision</u>. 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:	SunGard Public Sector, LLC BY: Usa Mumann		
PRINT NAME: DAV A GATTIC	PRINT NAME:		
PRINT TITLE: County July	PRINT TITLE:	Controller	
DATE SIGNED: 06- 09-2016	_ DATE SIGNED:	5/26/2016	

EXHIBIT 1

Add-On Quote

<Attach>

Exhibit 1

SUNGARD® PUBLIC SECTOR

Add-On Quote

Date	Quote #	Acct Mgr	
04/07/16	BNBRQ2551	Brian Rennie	

Quote Prepared For:

Williamson County, TX Richard Semple 508 S. Rock Street Georgetown, TX 78626 Phone: 512-943-1489

Qty Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1 CAD-PROF-ADD	CAD Business Process Review	\$7,680.00	\$7,680.00	\$0.00
agency to review current business and best practices for utilizing the The BPR includes needs assessme	(BPR), our most experienced consultants will work with your processes and offer recommendations to improve agency efficiency, SunGard PSJ Product Suite. Int, analysis, and written documentation for optimizing how the des up to 3 days on-site, plus 2 days for prep and follow up for			
	ated Travel and Living Expenses for CAD	\$1,200.00	\$1,200.00	\$0.00
Estimated Travel and Living exper	iscs.			

Travel and Living expenses are budgeted for one travel day per trip and each day on site.

The listed travel and living expense costs are a budget quote based on an estimate of the number of tnps and the total number of days of on-site professional services that SunGard r provides. The Customer will be billed only for the actual cost of travel and living expenses per the terms of the contract.

Changes or modifications to the project would be appropriately reflected in the travel and living.

This quote is valid until 11/30/16

Total

\$8,880.00

\$0.00

SunGard Public Sector Inc.

4000 OSSI Court - High Point, NC 27265 -Phone: 336-878-1287 - Fax: 407-304-1272 - Email: brian.rennie@sungardps.com

Total: II...

\$8,880.00

\$0.00

. DocuSign Envelope ID: A0A0C910-82D7-4DD7-9A9E-70ADAB3F0376

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

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.

Any software applications listed above which are solely owned by SunGard Public Sector are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by SunGard Public Sector.

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement

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.