

SUNGARD® PUBLIC SECTOR

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated November 18, 2008 (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector)** and **City of Corpus Christi, TX (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

| | | | |
|--------------------------|-----------------------------------|------------------------|-----------|
| Customer Name: | <u>City of Corpus Christi, TX</u> | <u>Yes</u> | <u>No</u> |
| Agreement Number: | <u>CORP-1276LG-130900-1</u> | Initial Order Form | X |
| | | Replacement Order Form | X |

1. **Initial Term:** Begins March 1, 2014 and expires twelve (12) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.

2. **Application Groups: Monthly Access Fees**

| | Applications and/or Services | Monthly Access Fee |
|---|--|-------------------------|
| Existing Products (Currently Licensed) | Building Permits (BP), Business Licenses(OL), Code Enforcement(CE), Planning & Engineering(PZ), Land Parcel Management (LX), Customer Information Systems (CX), Work Orders/Facility Management (WF), Contact Management (CZ), Cash Receipts (CR), Accounts Receivable (MR), Loans (LN), Contract Billing (CB) Voice Response for BP Interface (V1), Voice Response for CIS Interface (V2), CIS Credit Card Interface, Click2Gov Core (K1) , Click2Gov Code Enforcement (K0), Click2Gov Customer Information Systems, Click2Gov Building Permits (K3), Click2Gov Business Licenses (K6), Click2Gov Planning & Engineering (K7), C2G Building Permits Wireless, QRep Catalogs - LX, WF, CR, CX, MR, BP, OL, CE, PZ, OnePoint Core (KL), Electronic Plan Review (EP), EPlan Review BP Interface - EU, Document Management Services(DX) | \$28,771.51 |
| Existing Products (Currently Licensed) | Test Server: Click2Gov Core, Click2Gov Code Enforcement, Click2Gov Customer Information Systems, Click2Gov Building Permits, Click2Gov Business Licenses, Building Permits Wireless, Click2Gov Planning/Engineering | Included in Monthly Fee |
| Third Party Products | Qrep Admin (2) and Qrep End User (13) Licenses - (existing), Looking Glass Viewer, Looking Glass Centralized Address Manager, Looking Glass Community Maintenance, Oracle (BEA) Weblogic Express Basic Edition LF (BW), Imaging Interface Community | Included in Monthly Fee |
| Retrofit Maintenance | 70 billable objects @ \$100 per object or \$7,000 per year | Included in Monthly Fee |
| Hardware Allocation | VPN Concentrator Option to include management and configuration VPN tunnel, Click2Gov Hardware and software (Production & Test) will be hosted and managed by SunGard Public Sector. | Included in Monthly Fee |
| Services | Setup, Implementation, HELP Card, Disaster Recovery Plan for SunGard Public Sector applications, ASP Service Bureau | Included in Monthly Fee |
| Test Environment | Creation of a Test Environment and up to 4 data refreshes per year; On demand refresh - one time fee of \$600 with appropriate planning time (requires a minimum of 10 business day advance notice) | Included in Monthly Fee |
| Concurrent Sessions - Monthly | 40 \$150 per user | Included in Monthly Fee |
| | Total Proposed System: | \$28,771.51 |

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

*Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

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3. Payment Terms:

Monthly Access Fee: The initial Monthly Access Fee will be due March 1, 2014. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of twelve (12) months at the rates listed below.

Months 1 – 12 \$ 28,771.51 per month or \$345,258.06 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Notes:

¹ Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

² Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

5. **Hardware.** Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a SunGard Public Sector data center. The Click2Gov Server is owned by SunGard Public Sector and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by SunGard Public Sector to Customer. The router is, and shall remain, the property of SunGard Public Sector.

6. **Third Party Products - Software and Hardware.**

6.1. Grant of Third Party Licenses. Where applicable, SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the license, use and confidentiality restrictions and other provisions of this Agreement, the third party software set forth on Schedule A ("Third Party Software Products") subject to the following additional conditions: (i) the Third Party Product shall be used only in conjunction with any permissible use of the Application software specifically authorized hereunder, and (ii) the Third Party Products shall be used only in accordance with the Third Party Products documentation.

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6.2. Third Party Products. During the term of this Agreement, SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) or manufacturer(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the Software or Third Party Products). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

7. **Appropriation of Funds.** Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified above. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard Public Sector the services set forth above.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify SunGard Public Sector in writing of such occurrence and SunGard Public Sector will respond with an amendment that this Agreement or the appropriate executor portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by SunGard Public Sector prior to the notice. SunGard Public Sector shall not be obligated to provide any services for which payment has not been appropriated.

City of Corpus Christi, TX

SunGard Public Sector Inc.

BY: _____

DocuSigned by:
Chris Coleman
BY: _____
0240C20A72094BA...

PRINTED NAME: _____

PRINTED NAME: Chris Coleman

PRINTED TITLE: _____

PRINTED TITLE: Vice President & CFO

DATE SIGNED: _____

DATE SIGNED: 1/6/2014