CUSTOMER NO. _____; CONTRACT NO. 080758

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
City of Alvin

216 West Sealy
Alvin, Texas 77511

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. 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 October 27, 2008.

City of Alvin, TX	**SunGard Public Sector Inc.**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME AND TITLE: Grant Harbin VP, SunGard Public Sector Inc
PRINT TITLE: _____	
DATE SIGNED: _____	DATE SIGNED: August 5, 2008

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

1. Definitions.

"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 (if provided), 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.

"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. SunGard Public Sector's place of shipment.

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

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that 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; and (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.

"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. If Exhibit 1 to this Agreement does not otherwise provide that Customer has a license to use Source Code for a particular Component System, then Customer has no rights in or to the Source Code for that Component System. Only with respect to the Component Systems for which the Source Code is so licensed, Customer has the right to compile, modify, improve and enhance the Software. Customer will not disclose all or any part of the Source Code for the Software to any person except Customer Employees who, before obtaining access to the Source Code, have been informed by Customer in writing of the non-disclosure obligations imposed on both Customer and such Customer Employees under this Agreement.

(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 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. 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. 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. 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.

(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.

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. 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. Such travel and living expenses will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. 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. Reimbursement is subject to any statutory reimbursement limitations imposed on Customer contractors, and Customer will provide SunGard Public Sector with a copy of such limitations before SunGard Public Sector incurs expenses.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. 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 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.

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, 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, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. 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) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is 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. 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.**

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

(d) **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 by law or under this Agreement, 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. Indemnity by SunGard Public Sector.

a) Intellectual Property Indemnity. 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 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 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-infringing 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) General Indemnity. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs in connection with a claim asserted against Customer by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of SunGard Public Sector. 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); and (iii) Customer must cooperate with SunGard Public Sector 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) 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.

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

(d) 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; Severability. This Agreement will be governed by and construed under the laws of the State of Texas, without reference to the choice of laws provisions thereof. 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 FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY 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. 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: City of Alvin, TX

Delivery Address: 216 West Sealy
Alvin, Texas 77511

SOFTWARE[1, 2, 3]:

Qty	Part #	Component System	License Fee
		Computer Aided Dispatch	
2	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	5,200.00
2	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,000.00
1	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	1,000.00
5	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	1,500.00
2	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	4,000.00
		Records Management System	
27	RMS-AW	ADDITIONAL RMS WORKSTATION LICENSE	40,500.00
27	RMS-MAP-AW	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	5,400.00
19	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	2,850.00
1	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,595.00
1	RMS-CFS-5	CALLS FOR SERVICE MODULE - For Badge CAD Data	1,500.00
		Jail Management System	
11	JMS-AW	ADDITIONAL JMS WORKSTATION LICENSE	16,500.00
1	JMS-MS DISPLAY-10	MUGSHOT DISPLAY SOFTWARE LICENSE - 10 WORKSTATION	5,000.00
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	5,500.00
		Mobile Computing	
5	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,500.00
18	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	17,910.00
18	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	17,910.00
14	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	7,000.00
18	MCT-MAP	MCT CLIENT - MAPS	3,600.00
18	MCT-AVL-CLIENT	MCT CLIENT - AVL	2,700.00
		Subtotal	**$ 144,165.00**
	DISCOUNT	DISCOUNT	**(37,483.00)**
		TOTAL LICENSE FEE	**$ 106,682.00**

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.

[2] Note: Mobiles applications do not include AVL hardware.

SERVICES[1, 2]:

Qty.	Part #	Description	Training	Project Management	Conversion
		CAD Implementation Services			
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT		$ 1,200.00	
2	CAD-USR-TRN	CAD USER TRAINING	9,600.00		
		RMS Implementation Services			
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS		1,200.00	
1	RMS-PROF-ADD	CARDINAL BADGE DATA CONVERSION			15,000.00
		JMS Implementation Services			
1	JMS-PROJ-MGNT	PROJECT MANAGEMENT		1,200.00	
		MCT Implementation Services			
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES		1,200.00	
		TOTAL SERVICES FEE:	$ 9,600.00	$ 4,800.00	$ 15,000.00

Notes to Services Table:

[1] Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

[2] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

PAY AGENCY PRODUCTS[1]:

Qty.	Part #	Pay Agency Products	Hardware & Software Fees
		Mugshot Workstation	
1	HWR-MUG-CAM	Sony D100P Digital Camera	988.24
1	HWR-MUG-CARD	Video Capture Card for Mugshot System	141.18
1	HWR-MUG-CABLE	Mugshot Capture Station Keyboard Control Cable	23.29
1	HWR-MUG-RCA	Mugshot Capture Station RCA Video Cable	15.24
		Property and Evidence Bar Coding Hardware	
2	HWR-P&E-SIGNPAD	Signature Capture Device	860.00
1	HWR-P&E-WDGSCAN	Handheld USB Wedge Scanner	146.96
1	HWR-P&E-PRNT	Thermal Transfer Printer	326.92
1	HWR-P&E-LBL	SATO Techno-Therm Thermal Transfer Labels	6.39
		Third Party Hardware, Software and Services	
19	THP-MS-VIS07	Microsoft Visio 2007 Standard Edition	3,667.19
2	THP-CRYSTL-PRO11	Crystal Reports XI Professional Edition	925.08
		Pay Agency Products Totals	**$ 7,100.49**

Notes to Pay Agency Products Table:
[1] Actual shipping charges are additional and will be due upon delivery.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Conversion Fees: 100% on the Execution Date

Pay Agency Products Hardware & Software Fee: 100% on the Execution Date

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/JMS 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/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS 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.

Item 8: For Customers that are acquiring SunGard Public Sector's Message Switch, the Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:

i. Dedicated Line
ii. DSU to State
iii. Associated Installation Charges
iv. Monthly Charges
v. Surcharges by State
vi. etc.

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.

DESCRIPTIONS:

Computer Aided Dispatch

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-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-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: MCT-MIS
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH
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-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.

CAD Implementation Services

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

Records Management System

Part Number: RMS-AW ADDITIONAL
Description: RMS WORKSTATION LICENSE
Long Description:
This is for an additional RMS workstation license.

Part Number: RMS-MAP-AW
Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE
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-WIZ-CLIENT
Description: ACCIDENT WIZARD WORKSTATION LICENSE
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: 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-CFS-5
Description: CALLS FOR SERVICE MODULE - For Badge CAD Data

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

RMS Implementation Services

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-PROF-ADD
Description: ESTIMATED Cardinal Badge Data Conversion
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.

Jail Management System

Part Number: JMS-AW
Description: ADDITIONAL JMS WORKSTATION LICENSE
Long Description:
This is for an additional JMS workstation license.

Part Number: JMS-MS DISPLAY-10
Description: MUGSHOT DISPLAY SOFTWARE LICENSE - 10 WORKSTATION
Long Description:
This allows the Customer to view mugshots and create line-ups.

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.

JMS Implementation Services

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.

Mobile Computing

Part Number: MCT-MFR-MBLN-CLIENT
Description: MFR CLIENT- MOBLAN 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-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, perform local, State and NCIC queries, and receive search information and mugshots from RMS.
If the Customer is in a state that uses a mag-stripe system and wishes to utilize this functionality with MCT the customer may order the reader from MagTek. Please contact SunGard Public Sector's Sales Engineer for specifications.

Part Number: MCT-MFR-OFF
Description: MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description:
The Incident/Offence 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-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-MAP
Description: MCT CLIENT - MAPS
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-CLIENT
Description: MCT CLIENT - AVL
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.

MCT Implementation Services

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.

Pay Agency & Pay Agency related SunGard Public Sector services

Part Number: HWR-MUG-CAM
Description: Sony D100P Digital Camera
Long Description: Video camera for use with SunGard Public Sector's Mugshot Capture System.

The Mounting of the camera is the responsibility of the agency.
All hardware components include the manufacturer's warranty only.

Part Number: HWR-MUG-CARD
Description: Video Capture Card for Mugshot System
Long Description: Video capture card to be used with the SunGard Public Sector Mugshot Capture System. All hardware components include the manufacturer's warranty only.

Part Number: HWR-MUG-CABLE
Description: Mugshot Capture Station Keyboard Control Cable
Long Description: Remote control cable and software for the SunGard Public Sector Mugshot Capture Station.

Part Number: HWR-MUG-RCA
Description: Mugshot Capture Station RCA Video Cable
Long Description: RCA video cable for connecting the Sony video camera to the video capture card.

Part Number: HWR-P&E-SIGNPAD
Description: Signature Capture Device
Long Description: Topaz Systems USB signature capture device for the SunGard Public Sector bar-coding module. All hardware components include the manufacturer`s warranty only.

Part Number: HWR-P&E-WDGSCAN
Description: Handheld USB Wedge Scanner
Long Description: Symbol LS2208 scanning device for the SunGard Public Sector bar-coding module. Requires open USB port for connnection. All hardware components include the manufacturer`s warranty only.

Part Number: HWR-P&E-PRNT
Description: Thermal Transfer Printer
Long Description: Sato CX400TT Label printer for the SunGard Public Sector bar-coding module. All hardware components include the manufacturer`s warranty only.

Part Number: HWR-P&E-LBL
Description: SATO Techno-Therm Thermal Transfer Labels
Long Description: Single roll of 4X2 thermal transfer labels for the P&E bar-coding printer.

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 SunGard Public Sector Accident Wizard.

Part Number: THP-CRYSTL-PRO11

Description: Crystal Reports XI Professional Edition
- Media Included
Long Description: Crystal Reports database reporting software Version 11 Professional Edition.

Number of Software Supplements Attached: 3

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 law enforcement 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 law enforcement 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 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 "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers 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 Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector 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 Public Sector at any time and without notice, if SunGard Public Sector 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 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 (including PC Anywhere, as it may be updated from time to time) 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. LIMITATIONS OF LIABILITY.

(a) 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, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, 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.