

ASP Order

By the signatures of their duly authorized representatives below, the Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector LLC entity identified below (“SunGard”) and the customer identified below (“Customer”), intending to be legally bound, agree to all of the provisions of this Order (the “Order”), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below (“Order Execution Date”) and order effective date of the first of the month following the Order Execution Date (“Order Effective Date”). This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at <http://www.sungardps.com/legal-agreements/> (“SST”) as if the entity was “SunGard” and Customer was “Customer” thereunder. In case of a conflict between the SST and the Order, the Order shall control.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Ramundsen Public Sector, LLC	City of North Port, Florida
1000 Business Center Dr. Lake Mary, FL 32746	4970 City Hall Blvd. North Port, FL 34286
By: 	By:
Print Name: ROBERT VALVANO	Print Name: Jonathan R. Lewis, ICMA-CM
Print Title: CFO	Print Title: City Manager
Date Signed: 3/8/17	Date Signed:
	Attest: Patsy C. Adkins, City Clerk, MMC
	Approved as to Form and Correctness: Mark Moriarty, City Attorney

SUNGARD ORDER # NPOR-2000LG-160324-1

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard NaviLine Public applications identified in Exhibit 1 below:
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, SunGard may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** SunGard’s standard user manuals for the Solution listed above.
4. **INITIAL TERM:** Sixty (60) months commencing on the Order Effective Date.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth above this Order shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.

6. **TERMINATION:** Customer shall have the right of terminating this Order at any time by giving no less than one-hundred twenty (120) calendar days' prior written notice to SunGard. Provided as a strict condition of such right of termination, in the event of termination under this Section, Customer shall first pay SunGard for services performed, all license fee amounts for the Component Systems(s), all amounts for third party products provided by SunGard pursuant to this Order, and all reimbursable expenses incurred by SunGard up to the effective date of termination for which SunGard has not been previously paid. On the effective date of termination, SunGard shall refund to Customer any pro-rated Access Fees due.
7. **DATA PORTABILITY:** Movement of any or all apps/data from SunGard's Cloud services shall be with commercially reasonable efforts in an Industry Standard Format.
8. **Maintenance Credit:** A credit in the amount of the unused portion of maintenance paid by Customer shall be applied toward Customers Annual Access Fee. The unused portion of paid maintenance will consist of the amount unused as of April 1, 2017. The full amount of maintenance Customer has paid is \$166,514.37 for the period of October 1, 2016 through September 30, 2017.
9. **Maintenance Termination:** Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of their current maintenance billing for the above listed applications in the "Existing Products (Currently Licensed)" and "Existing Third Party (Currently Licensed)" and Retrofit Maintenance section(s). SunGard shall continue to provide Customer with maintenance of these products until the transition to the ASP Environment is complete, at which time maintenance will be terminated.
10. **SCOPE OF USE**
 - a. **DESIGNATED LOCATION(s):** Customer's offices in North Port, FL. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.
11. **FEES**
 - a. **Third Party Software: SEE EXHIBIT 1**
 - b. **License Fees: None.**
 - c. **Start-up Fees: SEE EXHIBIT 1**
 - d. **Annual Processing Fees: SEE EXHIBIT 1**
 1. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide SunGard with advance written notice and SunGard may increase the Annual Access Fee payable under this Order accordingly.
 2. **OTHER FEES:** If Customer's use of the Solution increases in any way which would reasonably cause SunGard to incur additional hardware costs to maintain such increased usage, SunGard shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.
 3. **PROFESSIONAL SERVICES FEES: SEE COST SUMMARY - EXHIBIT 1 (if applicable)**
 4. **SCOPE OF WORK: As described in Annex 3 attached hereto.**
12. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to SunGard under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.
13. **PAYMENT TERMS:**
 - a. **Start Up Fees: 100% on the Execution Date.**
 - b. **The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.**

- c. 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 Expense Guidelines attached hereto as Exhibit 2.

14. ADDRESSES

- a. **CUSTOMER ADDRESS FOR INVOICES:** 4970 City Hall Blvd., North Port, FL 34286
- b. **CUSTOMER ADDRESS FOR NOTICES:** 4970 City Hall Blvd., North Port, FL 34286
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 4970 City Hall Blvd., North Port, FL 34286
- d. **SUNGARD'S ADDRESS FOR NOTICES:**

Ramundsen Public Sector, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

15. OTHER TERMS:

- a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.
- b. SunGard shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.
- c. SunGard shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by SunGard for the upgrade of any customizations to the Solution made by SunGard at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- d. As and when Customer is required to upgrade to a new release, SunGard shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to SunGard any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by SunGard. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that SunGard has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

16. OTHER TERMS APPLICABLE TO THIS ORDER:

- **SUNGARD TRANSACTION MANAGER SUPPLEMENT**
- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES (Exhibit 2)**
- **SOLUTION AVAILABILITY AND HOSTING SERVICES STANDARDS**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

17. **NON APPROPRIATIONS PROVISION:** The parties acknowledge and agree that the obligations of Customer to fulfill financial obligations of any kind pursuant to any and all provisions of this Order, or any subsequent agreement entered into pursuant to this Order or referenced herein to which Customer is a party, are and shall remain subject to the provisions of the Fiscal Non-Funding Act, Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Customer agrees to exercise all lawful and available authority to satisfy any financial obligations of Customer that may arise under this Order; however, since funds are appropriated annually by the City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, Customer's legal liability for the payment

of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). During the term of this Order, the City Manager or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund Customer's obligations hereunder for such fiscal period. . Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard of such occurrence and SunGard will respond with a proclamation that the Agreement, or the appropriate executory 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 prior to the notice and b) for all software which has been delivered and accepted. SunGard shall not be obligated to provide any Services for which payment has not been appropriated. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of Customer shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by Customer under this Section. This Order shall not constitute an indebtedness of Customer nor shall it constitute an obligation for which Customer is obligated to levy or pledge any form of taxation or for which Customer has levied or pledged any form of taxation.

18. **PUBLIC RECORDS:** In accordance with Florida Statutes Section 119.0701, SunGard shall comply with all public records laws, and shall specifically:

- a. Keep and maintain public records required by Customer to perform the service.
 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with Customer. SunGard's records under this Order include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Order.
- b. Upon request from Customer's custodian of public records, provide Customer, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.
- c. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Order term and, if SunGard does not transfer the records to Customer following completion of the Order, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- d. Upon completion of the Order, transfer, at no cost, to Customer all public records in SunGard's possession or keep and maintain public records required by Customer to perform the service. If SunGard transfers all public records to Customer upon completion of the Order, SunGard shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SunGard keeps and maintains public records upon the completion of the Order, SunGard shall meet all applicable requirements for retaining public records.

e. **IF SUNGARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUNGARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.**

19. **PAYMENT:** In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Customer's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. SunGard must invoice Customer for any interest accrued in order to receive the interest payment.
20. **GOVERNING LAW AND VENUE:** The rights, obligations and remedies of the parties under this Order shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Order shall be in Sarasota County, Florida.
21. **ENTIRE AGREEMENT; AMENDMENT:** This Order, along with its attached exhibits, annexes, and supplements constitute the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Order is enforceable unless agreed to in writing by both parties and incorporated into this Order. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Order.

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES

Annual Term	Annual Access Fee	Maintenance Credit 6 mths.	1st Annual Payment Total
April 1, 2017 - September 30, 2017 (partial year)	\$ 97,693.22	\$ (83,257.20)	\$ 14,436.02
October 1, 2017 - September 30, 2018	\$ 203,881.50		
October 1, 2018 - September 30, 2019	\$ 220,871.30		
October 1, 2019- September 30, 2020	\$ 220,871.30		
October 1, 2020 - September 30, 2021	\$ 220,871.30		

Annual Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by SunGard in an annual invoice.

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

B. SERVICES FEES - COST SUMMARY

	Applications and/or Services	Start-Up Fee	Annual Access Fee
Existing NaviLine Products	BP Voice Response Interface- (VI), Building Permits- (BP), Code Enforcement- (CE), Cash Receipts- (CR), Customer Information Systems- (CX), Document Management Services- (DX), Asset Management I- (FA), Fleet Management- (FM); GMBA w/Extended Reporting- (GM), Land/Parcel Management- (LX), Occupational Licenses- (OL), Purchasing Inventory - (PI), Pay roll/Personnel- (PR), Planning/Engineering- (PZ), QRep Catalogs for GM,CR,PI,PR,FM, FA,LX,BP,OL,CE,PZ,CX, WF, HR, MR- (CJ), Cash Receipts Lock Box Interface- (CA), Procurement Card- (PC), Work Orders/Facilities Management- (WF), Kronos Time Keeping Interface- (TC), Human Resources- (HR), Accounts Receivable- (MR), ONEPoint Point of Sale- (KM), Rec Trac Interface to Cash Receipts- (VI), Rec Trac Interface to GMBA- (VG), QRep Catalog for P'Card- (CJ), CIX IVR Credit Card Interface for Selectron- (CY), CIS Voice Response Interface - Selectron- (V2), Delinquency Call Out Listing Interface - Selectron- (DL), m.Building Inspections- (M5), Click2Gov3 - Code Enforcement- (K0-3), Click2Gov3 - Planning and Engineering Module- (K7-3), Click2Gov3 - Occupational Licenses-(K6-3), Click2Gov3 - Building Permits- (K3-3), Click2Gov3 - Customer Information System Module-(K2-3), Click2Gov3 BP Wireless- (KB-3), m.Work Orders- (M6), m.MobileUser License (22) (M8), SunGard Transaction Manager (KT)	\$ 10,000.00	\$ 195,386.44
Existing Third Party Products	QRep End User (2) - CG, QRep Administrator (1) - CG, QRep Administrator for HR (1) - CG, Click2Gov3 Core Module - K1-3, Mobile Server Framework - M0, Click2Gov3 Test Server- (K1-3-TEST),Cognos BI: Base Bundle Multi Data Source - BICOREMDS, Cognos BI: Café (Analysis for Excel)-2- BI-C	Included in Startup Fees	Included in Annual Access Fee
Customer Provided Third Party Products (Hosting ONLY)	ACOM EZeDocs Forms Lic., EZPay Mgr/400 Checks Dev. Lic., Positive Pay Module, EZeMail/400 Mail Module +1 Partition, Executime Time & Attendance. Selectron, WorksRight, TAATools	Included in Startup Fees	Included in Annual Access Fee
Retrofit Maintenance	30 Objects	Included in Startup Fees	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by SunGard Public Sector. Site to Site VPN, Setup, Implementation, HELP Card Blended Web -SP5, Disaster Recovery Plan for SunGard Public Sector applications, Hosting of NaviLine and Click2Gov Servers	Included in Startup Fees	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Startup Fees	Included in Annual Access Fee
(Private LPAR)			
	Total Proposed System:	\$ 10,000.00	\$ 195,386.44

EXHIBIT 2

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Public Sector Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$57.00 per day Standard Per Diem (Key Cities subject to higher amounts)

\$11.40 – Breakfast

\$14.25 – Lunch

\$31.35 – Dinner

ANNEX 1 - SPECIFIED CONFIGURATION

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.

ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. SunGard's Responsibilities

SunGard undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

SunGard will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Order.

- A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of SunGard in order to log faults and interact with support services.
- B. Customer may be asked to perform problem determination activities as suggested by SunGard. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.
- C. Customer is responsible for the training and organization of its staff.
- D. SunGard is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than SunGard (including its contractors, or third parties under SunGard's control). The Solution does not include development work on software not licensed from SunGard or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1 and Annex 3. Customer may request consulting and development work from SunGard as a separate billable service.
- E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with SunGard on all commercial matters related to the Solution.

3. Disagreement Procedure

In case the parties are in disagreement as to whether SunGard has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five (5) working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

SunGard: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Order or under the law. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Order.

SUNGARD TRANSACTION MANAGER SUPPLEMENT

Special Terms Relating to the SunGard Transaction Manager: In addition to any SunGard Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the SunGard Transaction Manager. Upon the conclusion of each month following installation of the SunGard Transaction Manager (KT / OS-KT), SunGard will invoice Customer a monthly usage fee equal to the following:

- i. Eight point five cents (\$0.085) for each transaction processed by the SunGard Transaction Manager during the prior month;
- or
- ii. Five point five cents (\$0.055) for each transaction processed by the SunGard Transaction Manager during the prior month provided that Customer utilizes a SunGard approved payment partner for that transaction's related merchant services;
- or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the SunGard Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard's written notice to each Customer who utilizes the SunGard Transaction Manager services.

For the purpose of the SunGard Transaction Manager, the term "transaction" means a transaction that is submitted to the SunGard Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard, Customer may terminate usage of the SunGard Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The SunGard Transaction Manager is the only solution for real-time, online transaction processing within the SunGard suite of internet and core products.

The SunGard Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the SunGard Transaction Manager, Customer's license to use the OnePoint Payment Engine – KL (if applicable) shall terminate.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, SunGard reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than ninety (90) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to SunGard of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of SunGard's then-current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

PROJECT STATEMENT OF WORK ANNEX 3

Statement of Work (40 pages in total, including an additional cover page plus a table of contents) are inserted immediately following this Cover Page.

COGNOS SOFTWARE SUPPLEMENT

1. Additional Definitions. “Cognos Component Systems” means any of the software provided to SunGard Public Sector by Cognos Corporation (“Cognos”) and identified under the name "Cognos" in Exhibit 1.
2. Ownership. Cognos owns the Cognos Component Systems.
3. Restrictions on Use of Cognos Component Systems. Customer’s use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard Public Sector Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard Public Sector under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Order, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer’s use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Order;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a “restricted use” basis. “Restricted use” means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1: SunGard Public Sector eSchoolPLUS software applications. Such restricted use shall include Customer’s right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the eSchoolPLUS software applications system(s) set forth in Exhibit 1.

(g) Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer’s only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Customer Provided Third Party Software Hosting Supplement

Customer authorizes SunGard to host the Customer Provided Third Party Software identified in the Order. Customer represents, warrants and covenants that they have permissions and approvals necessary in connection with the hosting services for the Customer Provided Third Party Software provided by SunGard herein and shall be responsible to maintain appropriate licensing and support services with the licensors or providers of such products.

In no event shall SunGard be responsible for fees relating to the licensing or support of such products. Notwithstanding anything to the contrary as may be provided herein, SunGard is not responsible for the support or maintenance of any such products, and Customer shall work with SunGard to ensure that such products are supported and updated as needed.

To the extent allowable by law and Florida Statutes Section 768.28, Customer expressly agrees that it shall defend, indemnify and hold harmless SunGard Public Sector from and against any claim, damage, loss, cost or expense (including reasonable attorney's fees) incurred by SunGard Public Sector arising out of or related to Customer's authorization herein or failure to comply with the provisions of Customer's license for the Customer Provided Third Party Software or other terms and conditions of use between Customer and the licensor or providers of such product(s).

PART 1: SOLUTION AVAILABILITY AND HOSTING SERVICES

Hosted Systems Standards Sheet

Service Level Commitments and Cloud Procedures

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. SERVICE LEVELS FOR THE APPLICATION SERVICES

SunGard Public Sector shall provide the Application Services in accordance with the following service level commitment provisions.

1. Overall System Availability

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding Sundays between the hours of 8AM and 12 noon Eastern Time for scheduled maintenance. During this time, Customers *may* experience intermittent interruptions. SunGard Public Sector will make commercially reasonable efforts to minimize the frequency and duration of these interruptions. SunGard Public Sector will notify the Customer if the entire maintenance window will be required.

1.2 **Measurement.** Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment, and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at SunGard Public Sector's hosted environment.

SunGard Public Sector has technology monitoring, measuring, and recording Service Availability. The Client, at their discretion, may also employ monitoring tools. Said additional reporting tool must be non-invasive and may not reside in total or in part on SunGard Public Sector's systems. Additionally, the use of said tool must be mutually agreed upon by SunGard Public Sector and the Client. The Client shall be wholly responsible for any and all costs associated including but not limited to licenses, installation on Client's systems, support, maintenance, and renewal costs. In the event service availability does not meet contracted service levels and a discrepancy exists between SunGard Public Sector's monitoring tools and the Client's, the Service Availability indicated by SunGard Public Sector's system shall apply for the purposes of this Appendix B Standards Sheet.

1.3 **Calculation.** Service Availability Targets are subject to change monthly due to the variance of the number of days in a month. The total number of minutes which the service was NOT available in a given month shall exclude those items listed in Section G. Service Availability for a given month shall be calculated using the following calculation:

The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.4 **Remedy.** If the Service Period target measurement, as calculated in 1.3, is not met with the result that the Customer's use of the Application Services is severely interrupted in a given month, then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee payable by Customer in the Immediately Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95%	10%
Less than 95%	25%

If during the term of this Order, SunGard Public Sector fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall SunGard Public Sector be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. SunGard Public Sector will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, SunGard Public Sector will apply a service credit per the specifications above.

However, any credit entitlement that is not reported by SunGard Public Sector must be requested by the Customer within six (6) months of its occurrence or it shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) SunGard Public Sector's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed twenty-five percent (25%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Order.

SunGard Public Sector will provide reporting, as provided in Section G, showing performance and monthly service levels.

B. Server Performance

SunGard Public Sector shall provide hardware resources sized for the number of users and software modules licensed in the hosting Agreement. If the Customer requests, at some later date, to add additional software modules, increase user licenses, increase storage requirement, and/or request additional environments, the hardware and software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), SunGard Public Sector and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in-network interactive response time. "In-network" is defined as any point between which the data packet enters the SunGard Public Sector environment and subsequently departs the SunGard Public Sector environment. Any point of communications outside of the SunGard Public Sector protected network environment shall be deemed as "out-of-network."

SunGard Public Sector is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, SunGard Public Sector will coordinate a performance stress test with the Customer, at an agreed upon time, during implementation and upon request after go-live. SunGard Public Sector will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Upon completion of the performance stress test, SunGard Public Sector and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

SunGard Public Sector will provide all hosted systems and network maintenance as deemed appropriate and necessary by SunGard Public Sector. All maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

SunGard Public Sector application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, traditionally 8AM to 5PM Monday through Friday, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by SunGard Public Sector management.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

SunGard Public Sector will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	SunGard Public Sector will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	SunGard Public Sector will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	SunGard Public Sector will respond within 8 hours of the issue being reported.	95%
Priority 4 (Minor)	SunGard Public Sector will respond within 24 hours of the issue being reported.	95%

Measurement. SunGard Public Sector shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

G. Reporting

SunGard Public Sector shall measure its performance against the performance metrics, as set forth herein, and shall provide a report of such performance on a monthly basis. This requirement may be fulfilled by providing the client access to a self-service, secure web portal that provides reliability and performance statistics for their environment. SunGard Public Sector will schedule a performance review with the Customer upon request.

H. Exceptions.

Notwithstanding anything herein, SunGard Public Sector shall not be responsible for failure to carry out any of its obligations under this Exhibit (including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

- (a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours, provided that, in event of any critical or urgent system issue, that does not reasonably permit advance notice to Customer. SunGard Public Sector shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and SunGard Public Sector. The system is reserved for maintenance on Sundays from 12:01am to 12 noon Eastern Time;
- (b) adverse impact due to the defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data supplied to the Application Services;
- (c) adverse impact as a result of denial of reasonable access by SunGard Public Sector personnel to relevant portion of Customer's systems or premises that prevents SunGard Public Sector from addressing and provided that no other commercially reasonable method is available to attain such information;
- (d) adverse impact due to material changes made to the usage of the Application Services by Customer where SunGard Public Sector has not agreed to such changes in advance and in writing;
- (e) adverse impact due to the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Application Services;
- (f) adverse impact due to a Documented Defect;
- (g) a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

Cloud Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, SunGard Public Sector provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The SunGard Public Sector Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days, with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Non-Production Environments

SunGard Public Sector will make commercially reasonable efforts to provide non-production environment during Customer business hours. For avoidance of doubt, the aforementioned non-production environment are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

SunGard Public Sector will provide all necessary hosted systems and network maintenance for non-production environments as deemed appropriate and necessary by SunGard Public Sector Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

SunGard Public Sector application maintenance and upgrades

Software maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance, with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by SunGard Public Sector Cloud Solutions management.

Incidents and service requests.

Non-production environment incidents will be considered priority 3 or priority 4 incidents as circumstances dictate and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Non-Production Environment Refreshes

Non-Production environment refreshes will be provided in accordance to the Customer's SunGard Public Sector Application Services Provider agreement, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, SunGard Public Sector will schedule and complete the refresh within 4 weeks of the request.

Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	SunGard Responsibility	Customer Responsibility
Cloud Server Hardware management	X	
Cloud Server File system management	X	
Cloud Server OS upgrades and maintenance	X	
Cloud Database product upgrades and maintenance	X	
Cloud 3 rd Party product upgrades and maintenance	X	
ONESolution Application Update Installation		
Request to install application updates	X	
Installation of application updates	X	
Cloud Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
Cloud Network up to and including the router at SunGard's location	X	
Cloud Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on Cloud network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

PART 2: ERROR CORRECTION

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.
2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist SunGard in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.

Support Standards

I. Support Hours: Hours During Which SunGard’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

“Notification” means a communication to SunGard’s help desk by means of: (i) SunGard’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’s then-current policies and procedures for submitting such communications.

With respect to SunGard’s support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard “Telephone Support” hour occurring after SunGard’s receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard’s Solution is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning SunGard’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a “Case number” is created when a) SunGard’s support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard’s online support portal, and b) when SunGard’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.*

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard staff and each session participant.

