

**AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA AND
SUNGARD PUBLIC SECTOR LLC FOR ONESOLUTION PUBLIC SAFETY AND JUSTICE/OSSI SOFTWARE
LICENSE AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2016 between the City of Coconut Creek (“Customer”) and SunGard Public Sector LLC. (“SunGard”).

WHEREAS, the Customer first contracted with SunGard to provide ONESolution Public Safety and Justice/OSSI Software Licenses, related implementation services, and Maintenance Services on February 25, 1999 (“First Agreement”); and

WHEREAS, the Customer amended the First Agreement to have SunGard provide Customer with additional software products and training related to Crystal Report Writer on July 26, 2000 (“First Amendment”); and

WHEREAS, the Customer amended the First Agreement to have SunGard provide Customer with additional software products and training related to Computer Aided Dispatch Dictionaries on September 18, 2000 (“Second Amendment”); and

WHEREAS, the Customer amended the First Agreement to have SunGard provide Customer with additional hardware related to PISTOL Records Management System on February 1, 2001 (“Third Amendment”); and

WHEREAS, the Customer amended the First Agreement to have SunGard provide Customer with additional software products and training related to Client Server Computer Aided Dispatch System on September 11, 2002 (“Fourth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Police to Police (P2P) from SunGard on June 29, 2009 (“Fifth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Citation Module from SunGard on August 21, 2009 (“Sixth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Police to Citizen (P2C) from SunGard on August 28, 2009 (“Seventh Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Digital Dispatch from SunGard on December 23, 2009 (“Eighth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Crime Analysis Plus from SunGard on March 11, 2010 (“Ninth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to the RMS Intelligence Module from SunGard on January 27, 2011 (“Tenth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to CAD Migration Services from SunGard on November 26, 2012 (“Eleventh Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Base Mobile Server Software from SunGard on November 5, 2013 (“Twelfth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Bar Coding from SunGard on December 10, 2015 (“Thirteenth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Quartermaster Module from SunGard on June 2, 2015 (“Fourteenth Amendment”); and

WHEREAS, the Customer amended the First Agreement to have SunGard remove software products from the City’s system on July 2, 2015 (“Fifteenth Amendment”); and

WHEREAS, the Customer purchased additional software products and services related to Intelligence Module on May 11, 2016 (“Sixteenth Amendment”).

WHEREAS, the parties desire to rescind the First Agreement and the First through Sixteenth Amendments and all applicable Add-Ons thereto (“Legacy Agreement”) and supersede them all by this new Agreement.

NOW THEREFORE, the Customer and the SunGard in consideration of the mutual covenants hereinafter set forth, agree as follows:

By the signatures of their duly authorized representatives below, the SunGard entity identified below and the customer identified below (“Customer”), intending to be legally bound, agree to all of the provisions of this Agreement, and agree that this Agreement represents a separate contract between such SunGard entity and Customer, effective upon the latest date shown on the signature page below (“Agreement Execution Date”).

This Agreement incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions, (“SST”) attached hereto as Exhibit “A” as if the SunGard entity was “SunGard” and Customer was “Customer” thereunder.

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

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard ONESolution Public Safety and Justice
2. **SCOPE OF USE:**
 - a. **DESIGNATED LOCATION(s):** All buildings owned and operated by the City of Coconut Creek
 - b. **REGION:** UNITED STATES
3. **SOFTWARE, INITIAL SUPPORT FEES:** See Exhibit “B” Project Cost Supplement, Section A

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.
3. The Support Fees in the table below represents the support fee for the Initial Support Term as provided for in Section 9.3 of the SST.
4. Notwithstanding the provisions of Section 9.5 of the SST, no warranty is being provided with respect to the Software in Exhibit B.
5. Notwithstanding the provisions of Section 9.2 of the SST, software has already been delivered and installed under the First Agreement.

4. **SUPPORT TERM:**
 - a. **INITIAL SUPPORT TERM:** Commencing on October 1, 2016 and expiring September 30, 2017.
 - b. **RENEWAL SUPPORT TERM(S):** Additional one (1) year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).

If applicable, notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products under the Legacy Agreement as described above

until receipt of written notice of termination at least ninety (90) days prior to commencement of the subsequent term.

5. Reserved

6. PROFESSIONAL SERVICES: See Exhibit “B” Project Cost Supplement, Section B

Professional Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard 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’s then-current list price rates for the services at issue subject to Customer’s advance approval in writing.
2. Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

7. THIRD PARTY PRODUCTS: See Exhibit “B” Project Cost Supplement, Section C

Third Party Products Notes

1. See Attached Supplements
2. Actual shipping charges are additional and will be due upon delivery.

8. PAYMENT TERMS:

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

The amounts noted above shall be payable as follows:

Annual Support Fees: Support Fees for the Initial Support Term are due on the Agreement Execution Date. Support Fees for renewal Support term(s) are due on October 1st for the Renewal Support Term for which such fees are being remitted.

Project Management and Consulting: One Hundred Percent (100%) on the Agreement Execution Date.

9. ADDRESSES:

- a. **CUSTOMER ADDRESS FOR INVOICES:** 4800 West Copans Road, Coconut Creek, FL 33063
- b. **CUSTOMER ADDRESS FOR NOTICES:** 4800 West Copans Road, Coconut Creek, FL 33063
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 4900 West Copans Road, Coconut Creek, FL 33063
- d. **SUNGARD’S ADDRESS FOR NOTICES:**

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

10. LIABILITY CAP: The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to SunGard under this Agreement.

11. SPECIFIED CONFIGURATION: 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 supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

12. AGREEMENT SUBJECT TO FUNDING: This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

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 or reimbursable expenses incurred by SunGard prior to the notice, b) for all software which has been delivered prior to the notice, and c) for support services which remain due prior to the notice. SunGard shall not be obligated to provide any Services for which payment has not been appropriated.

13. OTHER TERMS APPLICABLE TO THIS AGREEMENT:

- a. **PROJECT COST SUPPLEMENT** attached hereto as Exhibit "B"
- b. **SUPPORT SUPPLEMENT** attached hereto as Exhibit "C"
- c. **SUNGARD TRAVEL EXPENSE GUIDELINES** attached hereto as Exhibit "D"
- d. **GIS SOFTWARE SUPPLEMENT** attached hereto as Exhibit "E"
- e. **GENERAL PROJECT CONDITIONS SUPPLEMENT** attached hereto as Exhibit "F"
- f. **DATA ACCESS SUBSCRIPTION SUPPLEMENT** attached hereto as Exhibit "G"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the year and date first above written.

WITNESS:

Darrian Sweat
Darrian Sweat

(Print or type name)

CONSULTANT:

SUNGARD PUBLIC SECTOR LLC.

By: *Jillian Macau*
(Signature)

Print Name: Jillian Macau

Title: GM Public Admin Mid Market

SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2016, by JILLIAN MACAU as GM PUBLIC ADMIN MID MARKET of SUNGARD PUBLIC SECTOR LLC., a Florida Limited Liability Corporation. He/She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Marshall F. Harris
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public)



CITY OF COCONUT CREEK, FLORIDA

ATTEST:

By: _____
Mary C. Blasi, City Manager

Leslie Wallace May, City Clerk

Approved as to Form:

By: _____
Terrill C. Pyburn, City Attorney

Exhibit "B"
PROJECT COST SUPPLEMENT

Section A –Initial Support Fees

Qty	Solutions	Initial Annual Support Fees (10/1/16-9/30/17)
1	OSSI Client Base Records Management System	\$ 9,031.04
1	Florida Traffic Accident	\$ 1,410.68
1	OSSI Field Contacts	\$ 847.36
1	OSSI Property and Evidence Module	\$ 1,410.68
1	OSSI Parking Ticket Administration Module	\$ 1,410.68
1	OSSI Document Scanning and Storage	\$ 1,967.08
1	OSSI Notification Module	\$ 2,408.76
1	OSSI Accident Wizard Base Server License	\$ 1,002.68
12	OSSI Accident Wizard Workstation License Client	\$ 361.92
8	OSSI License of Incident/Offense Field Reporting Module Client	\$ 1,880.00
12	OSSI Mobile Accident Reporting without Visio Client	\$ 1,896.48
40	OSSI Broward Co. Arrest Affidavit for MCT	\$ 1,204.80
1	OSSI Base Mobile Server Software Client	\$ 6,208.48
40	OSSI License of Incident/Offense Field Reporting Module Client	\$ 8,083.20
1	OSSI Review Module for Field Reporting	\$ 5,080.60
1	OSSI Message Switch Expansion for existing switch	\$ 4,606.52
23	ONESolution MFR Client	\$ 4,502.48
1	OSSI License of Incident/Offense Field Reporting Module Client	\$ 190.04
4	OSSI License of Incident/Offense Field Reporting Module Client	\$ 760.16
1	OSSI Police to Police Annual Subscription Fee	\$ 0.00
56	OSSI - MFR Client Citation	\$ 4,992.96
1	OSSI Police to Citizen	\$ 1,694.20
4	ONESolution MFR Client	\$ 709.76
1	OSSI - Crime Analysis Plus Module	\$ 2,229.16
1	OSSI - Intelligence Module	\$ 1,273.08
1	OSSI Bar Coding Server License	\$ 444.96
2	OSSI Bar Coding Hand-Held Client License (Each)	\$ 408.96
1	OSSI - QuarterMaster Module-15 Workstations	\$ 784.00
1	OSSI Training Module	\$ 1,152.00
1	ONESolution Florida Accident Repository Interface	N/A
	Solutions Total	\$ 67,952.72

Exhibit "B" (Continued)
PROJECT COST SUPPLEMENT

Section B –Services
One-Time Fees

Qty.	Part #	Description	Consulting	Project Management
1	PS-BAC	Basic Application Consulting	\$ 7,680.00	
1	PS-PM	Project Management		\$ 1,920.00
		TOTAL SERVICES FEE:	\$ 7,680.00	\$ 1,920.00

PS-BAC Basic Application Consulting
PS-PM Project Management

SunGard will provide three (3) days of on-site consulting and three (3) days of off-site consulting. End Users will be interviewed to determine the disconnect within RMS. At the conclusion of the consultation, the disconnect will be identified and a recommendation will be provided to the client.

Section C - Third Party Products
NONE

SUMMARY OF COSTS	
	Price
Services	\$ 9,600.00
Travel and Living (Estimated)	\$ 1,500.00
Total	\$ 11,100.00
Initial Annual Support Fees (10/01/16 - 09/30/17)	\$ 67,952.72

Exhibit "C"

SUPPORT SUPPLEMENT

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 or Custom Modification (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 Agreement. 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 Agreement, 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.
4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

Exhibit “C” (continued) Support Supplement

Support Standards

- I. Support Hours: Hours During Which SunGard Public Sector’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Support Hours are twenty-four hours per day, seven days a week (“7x24”).
- 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 or Custom Modifications identified in the Agreement 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/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within sixty (60) minutes of the issue being reported and have a resolution plan within twenty-four (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 twenty-four (24) hours or provide a resolution plan with urgent issues within twenty-four (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/Custom Modification 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 (2) hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning SunGard’s Solution/Custom Modification 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 (4) hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
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 twenty-four (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

Exhibit “C” (continued)
Support Supplement

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 Agreement; and will provide appropriate security access and accounts for SunGard staff and each session participant.

Exhibit “D”

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 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 two hundred fifty (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 One Hundred Twenty-Five Dollars (\$125) per night. If, depending on the city, reasonable accommodations cannot be secured for One Hundred Twenty-Five Dollars (\$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 (3) 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 or client site is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding twenty percent (20%) is not reimbursable. Porter tips are reimbursable, not exceeding One Dollar (\$1.00) per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday. Laundry charges must be incurred during the trip and the limit is one (1) shirt and one (1) 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

Fifty-Seven Dollars (\$57.00) per day Standard Per Diem:

Eleven Dollars and Forty Cents (\$11.40) – Breakfast

Fourteen Dollars and Twenty-five Cents (\$14.25) – Lunch

Thirty One Dollars and Thirty-Five Cents (\$31.35) – Dinner

Exhibit "E"

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

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.

Exhibit "F"

GENERAL PROJECT CONDITIONS SUPPLEMENT

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. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- 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:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:
- i. Dedicated Line
 - ii. Any encryption to meet State and FBI requirements
 - iii. DSU to State
 - iv. Any wireless carrier charges and setup
 - v. Any installation Charges
 - vi. Recurring charges or costs
 - vii. Surcharges by the State
- 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.
- Item 11:** Virtual Environment Platform
- Infrastructure Overview.
- The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.
- Customer and VMware are responsible for selecting the appropriate VMware application software and solution.
- VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.
- The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.
- SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.
- Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

Exhibit "G"

DATA ACCESS SUBSCRIPTION SUPPLEMENT (POLICE TO POLICE)

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, 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 except to the extent required in order to comply with public records requirements under Chapter 119, Fla. Stat.; 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

Exhibit "G" (continued)

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 from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular 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 at any time and without notice, if SunGard 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 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 remote access 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 except to the extent required in order to comply with public records requirements under Chapter 119, Fla. Stat.
- 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

Exhibit "G" (continued)

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.

