



H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

AND

CITY OF COLLEGE STATION, TEXAS

"CUSTOMER",

with its principal place of business at

1101 Texas Avenue

College Station, Texas 77842-9960

HTE and CUSTOMER agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the CUSTOMER by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on HTE supplied or approved equipment.
3. Support service(s) as described herein.
4. Modifications, training, conversion and implementation services as described herein and listed in the Supplement(s) to this Agreement.
5. Initial installation of the Licensed Program(s).

With respect to the Licensed Program(s), the CUSTOMER agrees to accept responsibility for:

1. The installation of any enhancements and/or updates to the Licensed Program(s) following initial installation.
2. Use of the programs to achieve the CUSTOMER'S results as specified in the Contract Documents.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form and Source Code, and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

“Contract Documents” shall mean those documents listed in Section XIV.

“Request for Proposal” or “RFP” shall mean that document, dated November 17, 1997, as amended and incorporated herein as part of the Contract Documents prepared by Customer.

“Proposal Response” shall mean the HTE response to the RFP.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the CUSTOMER. For services, the "Delivery Date" refers to the date services are performed.

“Implementation Services” shall mean those services provided in the Proposal Response regarding implementation of the Licensed Program(s).

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to CUSTOMER for the HTE Licensed Program(s).

II. LICENSE

The license granted under this Agreement permits the CUSTOMER, subject to the provisions of Sections VIII, IX, X and XII of this Agreement to:

- a. Use the Licensed Program(s) on the designated Machine(s).
- b. Copy or translate the Licensed Program(s) in machine readable or printed form to provide sufficient copies to support the CUSTOMER'S use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) to form an updated work for the CUSTOMER'S use, provided that:
 1. The CUSTOMER supplies HTE with written notification of the modification.
 2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program(s) should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s) Source Code.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the CUSTOMER upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the CUSTOMER only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to CUSTOMER'S premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the CUSTOMER upon written notice, effective immediately, during the testing period described in Section VI.

Any responsibility of the CUSTOMER provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

HTE shall supply the Licensed Program(s) specified in the Supplement(s) with instructions for installation by the CUSTOMER. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s).

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. Unless specified to the contrary, prices quoted in the Supplement(s) to this Agreement are valid for ninety (90) days from the date of HTE's acceptance of the applicable Supplement(s). HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should CUSTOMER require Support Services prior to receipt of payment and the contractual start date of such Service, CUSTOMER will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

HTE shall provide the CUSTOMER a complete and accurate monthly statement for all current amounts earned under this Agreement. In the event of a dispute between HTE and CUSTOMER regarding any item on the invoice, HTE will provide the CUSTOMER with the appropriate documentation relating to the item in dispute.

Any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the CUSTOMER. HTE will accept an exemption certificate from the CUSTOMER in lieu of taxes if the CUSTOMER qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date of first training per application of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for non-productive use for testing for a period of sixty (60) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the CUSTOMER'S specifications and/or requirements contained in the Contract Documents.

At any time during the testing period, upon written notice, the CUSTOMER may discontinue the Licensed Program(s) and receive a refund at CUSTOMER's sole option for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the CUSTOMER uses the Licensed Program(s) for other than non-productive use during the testing period, or if CUSTOMER and HTE proceed to the next phase of the implementation plan, the Licensed Program(s) shall be deemed to be initially accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SERVICES

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The CUSTOMER understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other similar Customers and systems for the same applications. Additional training can be provided upon request of the CUSTOMER under the terms provided in the Supplement(s).

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data will be supplied in fixed field and record length format. Input data file clean up shall be the responsibility of the CUSTOMER. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the CUSTOMER by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the CUSTOMER'S authorization along with appropriate payment as provided for in the Supplement(s).

HTE will provide, and invoice for, Implementation Services in such manner as is designated in the Supplement(s).

HTE will provide the CUSTOMER with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing three hundred sixty-five (365) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the CUSTOMER exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response time to calls within approximately two (2) hours of call. Critical calls will be responded to within 1 hour.
- e. Error corrections as made.

Support requests through the completion of the testing period of the Licensed Program(s) shall be directed to and shall be the responsibility of the designated HTE project manager.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the CUSTOMER must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. CUSTOMER shall receive written authorization from HTE before attaching to the computer system any equipment not supplied or approved by HTE. Authorization shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from HTE.

CUSTOMER acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The CUSTOMER acknowledges that the Licensed Program(s), including the Source Code, design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The CUSTOMER agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information. The CUSTOMER shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. The CUSTOMER further acknowledges that, in the event of a breach or threatened breach by the CUSTOMER of

the provisions of this paragraph, HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

IX. WARRANTY

HTE warrants that for a period of three hundred sixty-five (365) days after installation, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the reference documentation supplied by HTE and the Contract Documents, provided the Licensed Program(s) are used in the proper operating environment. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the CUSTOMER'S future requirement or will operate in the future combinations which may be selected for use by the CUSTOMER after the three hundred sixty-five (365) days period after installation.

Any other utility or incidental software distributed by HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied unless otherwise specified in this Agreement. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by CUSTOMER, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the CUSTOMER or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify, defend and hold CUSTOMER harmless against any and all claims and expenses, including reasonable attorneys' fees, court costs, and liability and actual damages arising out of or in connection with any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the CUSTOMER is enjoined by any infringement proceeding, HTE shall promptly procure the right of license for the CUSTOMER to use the HTE Licensed Program(s) or if that is not possible, HTE shall refund to the CUSTOMER all sums paid to HTE under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE warrants that it is in the final stages of completing Year 2000 changes for all its Licensed Programs and is preparing to submit them for ISO certification by an independent firm. Certification should be completed in early 1998 and verification will be made available to the CUSTOMER upon request. All Licensed Programs purchased under this Agreement will be Year 2000 compliant by September 30, 1998. Failure to do so will be a default under this Agreement. HTE is committed to thoroughly testing year 2000 compliance for all of the applications proposed. Should any errors be discovered after delivery of year 2000 compliant releases, HTE will expedite corrections. Prior to project sign off, the HTE Project Manager will coordinate with the customer a mutually acceptable year 2000 verification test. Should the CUSTOMER request a test which is beyond the hours allotted, then the additional hours will be billable. The CUSTOMER agrees that acceptance for year 2000 compliance will not be unreasonably withheld and will be within the standards used by similar HTE Customers.

HTE warrants that, in our provision of services hereunder, HTE will use employees, agents or subcontractors that are trained in accordance with industry standards and who possess the requisite skills and professional knowledge to perform the services.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.

HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

CUSTOMER shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. CUSTOMER shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by CUSTOMER shall be the property of HTE.

XI. INDEMNITY, LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify, defend and hold harmless the CUSTOMER from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the CUSTOMER is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or reprocurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the CUSTOMER under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the CUSTOMER for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by CUSTOMER under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the CUSTOMER'S remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, not to exceed a term of one hundred twenty (120) days, HTE is unable to make the Licensed Program(s) operate as warranted, the CUSTOMER, at the CUSTOMER's option, shall be entitled to recover damages to the limits set forth in this section.

XII. PATENT AND COPYRIGHT INDEMNITY

HTE will, at its expense, indemnify and defend the CUSTOMER against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U.S. patent or copyright, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the CUSTOMER must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The CUSTOMER agrees to allow HTE, at HTE's option and expense, if such claim has occurred or in HTE's judgment is likely to occur, to promptly procure the right for the CUSTOMER to continue using the Licensed Program(s) or to promptly replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CUSTOMER's judgment, upon written request, the CUSTOMER will return the Licensed Program(s) to HTE, and HTE shall refund to the CUSTOMER the license fee(s) paid under this Agreement and all support fees paid during the then current support term for the particular Licensed Program(s) that is determined to be infringing.

HTE shall have no obligation with respect to any such claim based upon the CUSTOMER'S unauthorized modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the CUSTOMER regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and CUSTOMER acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

CUSTOMER agrees not to violate any of HTE's rights or to assist or aid others in doing so. CUSTOMER agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS AGREEMENT PROVISIONS

Applicable Law. This Agreement shall be governed by the laws of the State of Texas. Venue shall like in a court of competent jurisdiction in Brazos County, Texas.

Binding Agreement. The individual signing this Agreement and any Supplement(s) to this Agreement for the CUSTOMER warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the CUSTOMER.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the CUSTOMER without the prior written consent of HTE, which consent may be withheld by HTE. HTE may assign its rights, title and interest by providing prior written notice to the CUSTOMER.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of CUSTOMER and HTE.

Force Majeure. HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Independent Contractor. Each party to this Agreement shall be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. HTE in no event shall be considered an employee of CUSTOMER, within the meaning or application of any national or state unemployment insurance law, old age benefit law, workers' compensation or industrial accident law, or other industrial or labor law, any tax law, or any CUSTOMER employee benefits plan. HTE shall supply all materials, equipment and labor required for performance under this Agreement as specified herein, except for materials or equipment furnished by CUSTOMER. HTE shall have ultimate control over the execution of the work under this Agreement and shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and CUSTOMER shall have no control of or supervision over the employees or subcontractors of HTE except to the limited extent provided for in this Agreement.

Non-Hiring Statement. During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, neither party may offer to hire or in any way employ or compensate the other party's employees or persons who have been employed by either party within the immediate past twelve (12) months without prior consent of the other party whose consent will not be unreasonably withheld, especially with regard to critical support requests.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Insurance. 1. HTE shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by HTE, its agents, representatives, volunteers, employees or subcontractors. HTE's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of HTE's insurance and

shall not contribute to it. Further, HTE shall include all subcontractors as additional named insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy Workers' Compensation Policy

3. General Requirements Applicable to All Policies:

- a. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- e. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

4. Commercial General Liability insurance requirements:

- a. General Liability insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for Bodily Injury and Property Damage.
- c. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- d. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- e. The City of College Station, its officials, employees and volunteers, are to be added as "Additional Named Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f. The coverage shall include but not be limited to: premises/operations; independent contracts; products/completed operations; and contractual liability (insuring the indemnity provided herein).

5. Business Automobile Liability requirements:

- a. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance the current Best Key Rating Guide
- b. Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage
- c. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- d. The City of College Station, its officials, employees, and volunteers are to be added as "Additional Named Insureds". The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
- e. The coverage shall include owned or leased autos, non-owned autos, and hired cars.

6. Workers' Compensation insurance requirements:

- a. Employer's Liability limits of \$100,000.00 for each accident is required.
- b. Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04 shall be included in this policy.
- c. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- d. A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions and warranting the following:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurances set forth by the insurance company are underwritten on forms which have been provided by the Texas State Board of Insurance or ISO.

- c. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Priority of Documents. The priority of the Contract Documents shall be as follows:

- 1. This signed Agreement, including Supplement(s).
- 2. CUSTOMER's RFP, as modified by any exceptions or clarifications taken by HTE, except as further modified by Exhibit A referenced below.
- 3. HTE Proposal Response to CUSTOMER's RFP, as modified by the list, attached hereto and made a part hereof as Exhibit A., which was mutually created by CUSTOMER, HTE and RMI, a consultant to the CUSTOMER.

Dispute Resolution. 1. HTE and Customer will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail; then the dispute will be mediated by a mutually acceptable mediator to be chosen by HTE and the Customer within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither one of the parties may unreasonably withhold consent to the selection of a mediator, and HTE and the Customer will share the cost of the mediation equally. By mutual agreement, however, HTE and Customer may postpone mediation until both parties have completed some specified limited discovery about the dispute. the parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

2. Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Brazos County, Texas. Both HTE and Customer consent to jurisdiction over it by such a court. the use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the CUSTOMER and of HTE.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

CITY OF COLLEGE STATION, TEXAS

By *Lynn McElhany*
Mayor
 Title
03-13-98
 Date

H.T.E., INC.

By: *[Signature]*
Chief Financial Officer
 Title
2/25/98
 Date

IBM and AS/400 are registered trademarks of International Business Machines Corporation.

ATTEST:

Connie Hook
Connie Hooks, City Secretary

3/13/98
Date

APPROVED:

George K. Noc
George K. Noc, City Manager

3/13/98
Date

Carla Robinson
City Attorney

3-13-98
Date

Phil Cy
Director of Fiscal Services

3-13-98
Date

Linda Piwonka
Linda Piwonka, Director of Office of Technology
& Information Services

03-13-98
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR AT
HTEN-1

DATE (MM/DD/YY)
03/26/98

PRODUCER

SIHLE INSURANCE GROUP, INC. 1
P. O. BOX 160398
ALTAMONTE SPRINGS FL 32716

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Chubb Group of Insurance Co.
COMPANY B	
COMPANY C	
COMPANY D	

Phone No. 407-869-0962 Fax No. 407-774-0936

INSURED

HTE, Inc., HTE Public Safety
Ill, Inc., Software Management
Inc, Programmed for Success, Inc
1000 Business Center Drive
Lake Mary FL 32746

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	35366784	01/01/98	01/01/99	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	73128499	01/01/98	01/01/99	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	79766218	01/01/98	01/01/99	EACH OCCURRENCE \$ 9,000,000
					AGGREGATE \$ 9,000,000
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	71643430	01/01/98	01/01/99	WC STATUTORY LIMITS
					OTH: ER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
A	<input type="checkbox"/> OTHER <input checked="" type="checkbox"/> Errors & Omissions Professional Liab	35366784	01/01/98	01/01/99	\$5,000,000. DEDUCTIBLE \$100,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

It is agreed that the certificate holder is named as Additional Insured on the general liability and automobile with respects to insured's operations.

CERTIFICATE HOLDER

City of College Station
409-764-3663
Attn: Linda Diwonka
P.O. Box 9960
College Station TX 77840

COLLEGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dudka Sman

SUPPLEMENT TO H.T.E., INC. LICENSE & SERVICE AGREEMENT

HARDWARE PURCHASE AGREEMENT

This Hardware Agreement is a Supplement to the H.T.E., INC. LICENSE & SERVICE AGREEMENT between H.T.E., Inc. ("HTE") and City of College Station, Texas ("CUSTOMER").

I. HARDWARE

HTE shall sell to CUSTOMER and CUSTOMER shall buy from HTE the Hardware listed on the Schedule(s), under the terms and conditions contained herein. CUSTOMER may not cancel or modify any order for Hardware described on the Schedule(s) without the prior written consent of HTE.

II. SYSTEMS SOFTWARE

CUSTOMER shall receive a license to use the systems software (the "Systems Software") that is provided by the Manufacturer to operate the Hardware and is more fully described on the attached Schedule(s), and title to the Systems Software shall remain with the Manufacturer. CUSTOMER agrees to protect the Systems Software, which is and shall remain proprietary to the Manufacturer, in accordance with the Manufacturer's instructions.

III. INSTALLATION

CUSTOMER shall contract with the Manufacturer's Services Officer to arrange for the upgrade and installation of the Hardware listed in the Schedule(s) and shall be responsible for all necessary site preparations prior to and during the installation of the Hardware in accordance with HTE and Manufacturer's instructions. Such site preparations may include, but are not limited to, provisions of electric power requirements, the installation of all required data and power cabling, and the provision of sufficient furniture and flooring for the Hardware.

CUSTOMER shall bear any costs or penalties incurred by HTE as a result of CUSTOMER's failure to provide adequate facilities for installation as per HTE and Manufacturer's instructions or as a result of CUSTOMER's failure to accept delivery of the Hardware. However, in no event shall any delays in such site preparations by the CUSTOMER negate the payment terms as provided for in the Schedule(s) to this Hardware Agreement.

In the event that the CUSTOMER makes any changes to the Hardware order (i.e. Hardware configuration, delivery date, CUSTOMER Facility location, etc.) which results in increased prices from the Manufacturer or the imposition of late order charges/penalties by the Manufacturer, CUSTOMER shall reimburse HTE for such changes/penalties or increase in cost at the time of those charges. Additionally, any Hardware deposits received by HTE from the CUSTOMER will be retained by HTE if HTE is required to return the Hardware to the Manufacturer due to any reason that is not the fault of HTE.

CUSTOMER agrees to grant access to the Manufacturer and/or HTE as needed, to install mandatory engineering changes, order features, or model conversions to the Hardware.

In conjunction with the installation of the Hardware, HTE will provide CUSTOMER with one (1) copy of each of the Manufacturer's hardware manuals which have been provided by Manufacturer without charge to HTE.

IV. DELIVERY

Delivery dates are approximate and any delivery schedule provided is estimated only and presented in good faith by HTE. HTE will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Hardware.

CUSTOMER will pay all installation, set-up, rigging, draying, insurance and shipping charges (F.O.B. CUSTOMER). It is the responsibility of HTE, upon receipt and notice by the CUSTOMER, to inspect the Hardware and to note any damage or missing items on the freight bills.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with the Hardware are specified in the attached Schedule(s). Amounts payable to HTE as specified are payable in full without setoff or deduction. In addition to the Purchase Price and all other charges required to be paid by CUSTOMER, CUSTOMER shall pay sums equal to all taxes (including, without limitation, sales, use privilege, ad valorem or excise taxes) however designated, levied or based on amounts payable to HTE hereunder or on CUSTOMER's use or possession of the Hardware pursuant to this Hardware Agreement, but exclusive of United States federal, state, and local taxes based on the net income of HTE. CUSTOMER shall not deduct from payments to HTE any amounts paid or payable to third parties for taxes, however designated.

VI. MAINTENANCE

Maintenance is not provided under the terms of this Hardware Agreement. Unless otherwise provided for herein, it shall be CUSTOMER's responsibility to keep and maintain the equipment in good operating order, and to provide for the maintenance of the Hardware. HTE has advised CUSTOMER that maintenance is available from the Manufacturer and other third parties and that securing proper maintenance is essential to the proper functioning of the Hardware and perhaps to the continuation of warranty coverage. HTE makes no claims as to the reputability of any third party maintenance vendors.

VII. WARRANTIES

HTE is not the manufacturer of the Hardware, and therefore makes no warranties, express or implied, concerning the Hardware and Systems Software, save and except those made in the HTE Software License and Services Agreement and Contract Documents incorporated therein. No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use or performance of the Hardware or Systems Software shall be or be deemed to be a warranty or representation by HTE for any purpose, nor give rise to any liability or obligation of HTE whatsoever, and the provisions of any Manufacturer's agreement with HTE setting out the Manufacturer's warranty and service responsibilities together with all limitations thereon and exclusions therefrom are incorporated into and made a part of the Hardware Agreement. Upon full payment of the Purchase Price, HTE shall provide for CUSTOMER to receive any and all Manufacturer's warranties in connection with the Hardware and Systems Software and all rights to make claim for breach of warranty which are or may be available with respect to the Hardware and Systems Software and all rights to make claim to the Hardware and Systems Software, to the extent allowed by the Manufacturer. CUSTOMER understands that the warranties provided under this Hardware Agreement will commence upon delivery and installation of the Hardware and System Software, in accordance with the standard provisions of the Manufacturer.

HTE warrants and represents that at the completion of the installation of the Licensed Program(s) provided for in the HTE Software License and Services Agreement and the Contract Documents, the Hardware and Systems Software being purchased under this Hardware Agreement will perform in substantial compliance with the reference documentation supplied by HTE and to the system specifications supplied by the Customer in the CUSTOMER's Hardware Bid and the HTE Response to the Hardware Bid. HTE further warrants and represents that the Hardware products supplied hereunder are new, and when properly installed at CUSTOMER's site will meet or exceed the Manufacturer's specifications and/or those contained in the Supplement(s).

EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE AGREEMENT OR SUPPLEMENT(S), HTE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HARDWARE AND SYSTEMS SOFTWARE, AND EXPRESSLY DISCLAIMS THE SAME. SPECIFICALLY, HTE DOES NOT WARRANT THE DESIGN OR CONDITION OF THE HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE HARDWARE OR CONFORMITY OF THE HARDWARE TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO.

VIII. LIMITATIONS OF LIABILITY

Except for HTE's obligations to indemnify the CUSTOMER under infringement actions and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence, HTE's liability for damages to the CUSTOMER for any cause whatsoever under this Hardware Agreement, regardless of the form of action, is limited to the greater of \$100,000.00 or the charges (if recurring, 12 months' actual charges apply), for the product that is the subject of the claim. HTE shall not be liable for any damages caused by delay in shipment, installation, or furnishing of Hardware, Systems

Software, or services under this Hardware Agreement and, in no event shall HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility. Any claims or matters related to any liability under this paragraph or any other provision of this Hardware Agreement shall be directed solely to the Manufacturer of the Hardware or Systems Software.

IX. TITLE- SECURITY INTEREST

Risk of loss shall pass to CUSTOMER on delivery to the CUSTOMER's facility unless otherwise noted in the applicable Schedule(s). Title to any Hardware purchased under this Hardware Agreement shall pass to the CUSTOMER upon payment in full for such Hardware. HTE may, however, reserve a purchase money security interest in the Hardware, to secure any unpaid portion of the Purchase Price, and will release such security interest upon payment in full by the CUSTOMER. A copy of this Hardware Agreement may be filed on behalf of HTE with appropriate state authorities at any time after signature by CUSTOMER as a financing statement in order to protect its security interest in the Hardware. Until such time as the Purchase Price and all other charges specified herein are paid in full, CUSTOMER shall:

- a) Maintain the Hardware in good operating condition.
- b) Keep the Hardware free from liens and encumbrances.
- c) Not permit use of the Hardware in any manner likely to be injurious to the Hardware.
- d) Not remove or permit removal from its original location or make or permit any alterations without the prior consent of HTE.
- e) Keep HTE advised of the location of the Hardware, and permit HTE to inspect the Hardware at all reasonable times.
- f) Procure and maintain fire, extended coverage, vandalism, and malicious mischief insurance to the full insurable value of the Hardware, with loss payable to HTE and CUSTOMER as their interest shall appear.

X. LEGAL FEES AND WAIVER

In the event of any legal action brought by either party for breach of this Hardware Agreement, the prevailing party shall be entitled to reimbursement by the other party of all costs, expenses, and legal fees incurred in obtaining a remedy to the breach, including an appeal. Failure of one party to enforce the breach of any portion of this Hardware Agreement by the other party from time to time shall not constitute a waiver of such right in respect to the same or any other breach.

XI. COMPLIANCE WITH LAWS

CUSTOMER shall comply with and conform to all local, municipal, state and federal laws relating to the operation of the Hardware.

XII. MISCELLANEOUS

The CUSTOMER's Hardware Bid Number 98-35 dated January 12, 1998 and the HTE Recommendation 1A Response dated January 23, 1998 are made a part of this Hardware Agreement by reference.

CITY OF COLLEGE STATION, TEXAS

By: Lynn McElhanev

Name: Lynn McElhanev

Title: Mayor Date: 03-13-98

H.T.E., INC.

By: [Signature]

Name: Susan D Falotico

Title: Chief Financial Officer Date: 3/16/98

ATTEST:

Connie Hooks
Connie Hooks, City Secretary

3/13/98
Date

APPROVED:

George K. Nde
George K. Nde, City Manager

3/13/98
Date

Carla Robinson
City Attorney

3-13-98
Date

Charles G.
Director of Fiscal Services

3-13-98
Date

Linda Piwonka
Linda Piwonka, Director of Office of Technology
& Information Services

03-13-98
Date

**SUPPLEMENT TO HTE, INC. SOFTWARE LICENSE AND SERVICES AGREEMENT
 BY AND BETWEEN HTE, INC. AND CITY OF COLLEGE STATION, TEXAS
 SCHEDULE A-PRICING AND PAYMENT SCHEDULE
 CONTRACT NO. HTE-COLG-9801009**

Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from HTE, may be subject to an upgrade charge.

AS/400 Model: 620 2180

CPU Number: _____

HTE GRAPHICAL LICENSED PROGRAMS	LICENSE FEES	No. Days of Training	TRAINING FEES	SUPPORT FEES
Customer Information System Includes: -Cash Receipts -Land/Parcel Management -Contact Management -Contract Billing Module -Work Orders/Facility Management -Continuing Property Records -HTE GUI (50 concurrent users) -Cognos Impromptu - Enterprise (10 Users) -Cognos Impromptu - Administrator (1 Users)	\$ 306,150.00	110	\$ 104,500.00	\$ 51,700.00
TOTALS	\$ 306,150.00	110	\$ 104,500.00	\$ 51,700.00

PAYMENT SCHEDULE CUSTOMER INFORMATION SYSTEM ITEM	TOTAL CONTRACT	Due Upon Contract Execution	Due Upon Installation	Due Upon Second Training Visit	Due Upon Go Live/ As Noted
License Fees	\$306,150.00	\$ 122,460.00	\$ 61,230.00	\$ 91,845.00	\$ 30,615.00
Training Fees					
Train the Trainer 50 days @ \$950/day	47,500.00				\$ 47,500.00
End User 60 days @ \$950/day	57,000.00				57,000.00
Support Fees	51,700.00				51,700.00
Conversion - CX, LX	50,000.00	25,000.00			25,000.00
Implementation 70 days @ \$950/day	66,500.00	Billed at \$4,156.25 for 16 months			
Training/Implementation Contingency	95,000.00				95,000.00
Out of Pocket Expenses	37,835.00				37,835.00
GRAND TOTALS	\$711,685.00	\$ 147,460.00	\$ 61,230.00	\$ 91,845.00	\$ 344,650.00

HTE GRAPHICAL LICENSED PROGRAMS	LICENSE FEES	No. Days of Training	TRAINING FEES	SUPPORT FEES
Development Services -Building Permits -Planning and Zoning -Code Enforcement	\$ 50,925.00	18.5	\$ 17,575.00	\$ 9,000.00
TOTALS	\$ 50,925.00	18.5	\$ 17,575.00	\$ 9,000.00

PAYMENT SCHEDULE DEVELOPMENT SERVICES ITEM	TOTAL CONTRACT	Due Upon Contract Execution	Due Upon Installation	Due Upon Second Training Visit	Due Upon Go Live/ As Noted
License Fees	\$ 50,925.00	\$ 20,370.00	\$ 10,185.00	\$ 15,277.50	\$ 5,092.50
Training Fees 18.5 days @\$950/day	17,575.00				\$ 17,575.00
Support Fees	9,000.00				9,000.00
Conversion - Land Management Implementation	7,500.00 Included in Project Implementation Fee above	3,750.00			3,750.00
GRAND TOTALS	\$ 85,000.00	\$ 24,120.00	\$ 10,185.00	\$ 15,277.50	\$ 35,417.50

AS/400 SYSTEM HARDWARE/SOFTWARE AND SERVICES	Hardware/ Software Fees	Support Line Services
AS/400 System Hardware	\$ 127,004.88	\$ 8,880.00
AS/400 System Software	25,873.80	0.00
CISC to RISC Transition Services	18,000.00	N/A
HTE AS/400 Support Line Services		5,000.00
HTE PC Network Support Line Services		7,500.00
AS/400 SYSTEM HARDWARE/SOFTWARE TOTALS	\$170,878.68	\$ 21,380.00

Footnotes

*Customer Information System and Development Services Licensed Program fees are due: 40% upon contract execution; 20% after installation; 30% after the second training visit by HTE; and 10% after Go Live and final acceptance, or the date as defined in the mutually agreed upon implementation plan, provided there are no base system problems or errors which would prevent the system from material productive use.

Customer Termination for Insufficient Funding

In the event that the CUSOTMER fails, after using its best efforts, to obtain the appropriation of funding to complete the work under this Agreement, the CUSTOMER may upon sixty (60) calendar days written notice to HTE, terminate this Agreement.

During such period HTE shall use reasonable commercial efforts to sufficiently wind down its activity under this Agreement. Upon the expiration of such period, HTE shall deliver to the CUSTOMER all Materials as they may then exist, and all Products to be delivered during such time frame. The CUSTOMER shall pay all outstanding HTE invoices for work done and accepted immediately upon such termination, and shall pay all other outstanding fees due HTE as agreed to by the CUSTOMER for the work performed to that point and accepted within thirty (30) calendar days of presentment of HTE invoice to the CUSTOMER.

Termination for HTE Default

The CUSTOMER shall have the right to terminate this Agreement for HTE's material breach, including failure to deliver hardware, software and services as specified in HTE's implementation schedule thirty (30) calendar days from HTE's receipt of written notice specifying such deficiency. HTE shall have the right to cure such deficiency or present a mutually acceptable plan to the CUSTOMER for the resolution of such deficiency within the thirty (30) calendar day notice period. In the event that HTE is unable to remedy such condition or to obtain the CUSTOMER's consent to a plan to cure such deficiency, CUSTOMER shall return all materials and products, as they may then exist upon the effective date of termination, and, further, the CUSTOMER may then procure the articles or services provided for herein from any other source or sources pursuant to the performance bond, if applicable. The CUSTOMER shall pay all outstanding HTE invoices for work done and accepted immediately upon such termination, and shall pay all other outstanding fees due HTE as agreed to by the CUSTOMER for the work performed to that point and accepted within thirty (30) calendar days of presentment of HTE invoice to the CUSTOMER.

All obligations of the parties under this Agreement shall terminate, except for the right to payments or actions occurring prior to termination and the provisions of Articles VIII, XI, XII and Dispute Resolution, which shall survive this section without limitation.

Termination for Customer's breach

In the event that the CUSTOMER shall have failed to pay any charge when due other than for HTE's breach as per the paragraph above, or shall fail to perform or observe any term or condition of the Agreement, HTE may terminate this Agreement for CUSTOMER's breach upon thirty (30) calendar days written notice to the CUSTOMER. CUSTOMER shall have the right to cure such deficiency or present a mutually acceptable plan to HTE for the resolution of such deficiency within the thirty (30) calendar day notice period. Upon the expiration of such period, if the CUSTOMER's deficiency is not cured, or no resolution is found, CUSTOMER shall return to HTE all materials and products as they may then exist, and all products to be delivered during such time frame. The CUSTOMER shall pay all outstanding HTE invoices for work done and accepted immediately upon such termination, and shall pay all other outstanding fees due HTE as agreed to by the CUSTOMER for the work performed to that point and accepted within thirty (30) calendar days of presentment of HTE invoice to the CUSTOMER.

HTE may discontinue any license or terminate the Agreement upon written notice immediately in the event of breach by the CUSTOMER of any provision relating to Article VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS or in the event of breach by the CUSTOMER that by its nature cannot be cured.

HTE Application Support Services

The initial term of HTE application support services shall commence three hundred sixty five (365) days after delivery of the Licensed Program(s) and extend for a twelve (12) month term. Support fees for the initial term of support are due prior to the commencement of support. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period and support fees will be due at that time at the then prevailing rate. Rates for subsequent years of support service are subject to change.

Out of Pocket Expense

Actual and reasonable travel and living expenses are in addition to the prices quoted for the HTE Licensed Programs and services and will be invoiced as incurred. Estimated expenses are as follows:

Round-trip airfare from Orlando to College Station is currently \$415. (This price is subject to change by the airline industry.)

Hotel expenses are \$65 per day.

Rental Car expenses are \$40 per day.

Per diem is \$30 per day.

The CUSTOMER may negotiate reduced hotel rates at a preferred, suitable hotel in the area. Assuming 44 trips at a per trip average cost of \$955 (including \$415 airfare), total travel and living expenses are estimated at \$37,835.

If there are significant increases due to actual costs which are much higher than the good faith estimate, HTE agrees to work with the CUSTOMER and use its best efforts to stay within the expense cap. The CUSTOMER recognizes that HTE does not have any control over price changes, specifically in the airline industry. If it appears that due to changes in costs for travel and out of pocket expenses are significantly higher than the estimate, HTE will notify the CUSTOMER to that effect so that alternative plans can be implemented so that there is a minimal disruption to the Implementation Schedule.

Optional Licensed Programs

The Customer has the option of purchasing the following Licensed Programs at the prices indicated below and HTE agrees to hold this pricing firm until December 31, 1998, under the payment terms offered above.

OPTIONAL HTE GRAPHICAL LICENSED PROGRAMS		LICENSE FEES	No. Days of Training	TRAINING FEES	SUPPORT FEES
BP Field Inspections-Server *		\$ 8,000.00	2	\$ 2,000.00	\$ 1,200.00
BP Field Inspections-Client *		2,200.00		Incl. w/ Server	400.00
BP Voice Response *		10,000.00	6	6,000.00	1,550.00
CE Field Inspections-Server *		8,000.00	2	2,000.00	1,200.00
CE Field Inspections-Client *		2,200.00		Incl. w/ Server	400.00

Application Training

The number of training sessions and the number of hours of training vary per applications. Listed above are the number of hours for the Licensed Programs listed herein, and the fee per application, which is Nine Hundred Fifty Dollars (\$950.00) per day, plus expenses, per application. Additional application training can be provided upon request, for the Licensed Program(s) listed herein at the rate of Nine Hundred Fifty Dollars (\$950.00) per eight (8) hour day, for a maximum of one hundred (100) additional hours. Any further additional application training requested by the CUSTOMER at the standard billing rate in effect at that time, which at the time of this Supplement is One Thousand Dollars (\$1,000) per day. The fees quoted above does not include travel and living expenses.

HTE Technical Support Line Services

Support requests relating to IBM hardware or software will be directed either to IBM or the IBM Agent unless the CUSTOMER purchases the HTE Technical Support Line Services. If the CUSTOMER has not contracted for this service and the CUSTOMER request that HTE Technical Services performs support services on IBM hardware or software, this time will be billed to the CUSTOMER at the standard billing rate in effect at that time for those services. HTE will, however, agree to provide first level response to all support questions from the CUSTOMER.

Facilities Inspection

Notwithstanding anything in Article III of the Hardware Purchase Agreement, HTE acknowledges that it has inspected the CUSTOMER's premises at the site of the existing hardware belonging to the CUSTOMER, and agrees that these premises are acceptable for the installation of any new HARDWARE that will be provided under this Supplement. In the event CUSTOMER is required to provide specific additional equipment prior to installation, HTE shall provide the CUSTOMER with a list itemizing any such equipment, and the associated costs that will be payable by the CUSTOMER.

HTE-GUI Training/Installation

Training/installation for the HTE GUI Licensed Programs is included in this Agreement using the "train the trainer" method via telephone. Additional training/installation, if requested by CUSTOMER, will be invoiced as incurred at the then prevailing rate.

Implementation Services

A description of Level 2 Implementation Services is attached to this Supplement, and payment for the number of days listed above will be due and payable as noted above, at the rate of Nine Hundred Fifty Dollars (\$950.00), plus and travel and living expenses, if applicable. A mutually agreeable implementation and work plan will be created by HTE and the CUSTOMER, and will be made a part of this Supplement, and will include a mutually agreeable acceptance testing provision. Additional Implementation Services or project management will be invoiced as incurred, at the standard billing rate in effect at that time, which at the time of this Supplement is One Thousand Dollars (\$1,000.00) per day.

Licensed Program Acceptance Testing

HTE and the Customer shall develop mutually acceptable criteria and a plan (the "Acceptance Test Plan") for software acceptance testing (the "Acceptance Testing"). The Acceptance Test Plan will be driven by the responses in the HTE proposal, and will refer back to functions or statements documented in the HTE proposal.

Upon the completion of Installation and Training for each separate Licensed Program, the Customer will test the Licensed Program to determine whether the Licensed Program, in conjunction with the Hardware, operates in accordance with the Acceptance Testing set forth below. All such Acceptance Testing will be conducted at the Customer's site and completed within fifteen (15) working days from the date of completion of Installation and Training. The above process and the procedures described below will be repeated for each separate Licensed Program of the project until the Licensed Program(s) due under each phase have been accepted by the Customer in writing.

The following testing criteria will be used by the Customer in the Acceptance Testing of the HTE Licensed Program(s):

- a. The Licensed Program(s) meet the specifications and functions set forth in the HTE Proposal. With the assumptions and factors listed below, HTE will guarantee the system response time and batch processing time as follows using the IBM AS/400 System Performance Tools (5769-PT1).
- b. The Licensed Program(s) are capable of running a variety of data on a repetitive basis without failure within the performance boundary of a Single Record Update Response within Screen Program Response Time of 3 - 5 seconds.

The test procedure would exclude the following:

- a. When the system is being used for back up, loading, exceptionally heavy Query and E-Mail, and the programming development.
- b. Remote communication time.

The test shall be run with only the contracted system and the application software resident on the machine. This warranty also assures that no substantial changes are to be made in the IBM AS/400 Operating System which would affect response time.

Cancellation Penalty

Any training or on-site Implementation Services or project management session canceled for the benefit of the CUSTOMER after being scheduled by HTE will result in CUSTOMER paying for any actual costs resulting from such cancellation, including but not limited to non-refundable travel and living expenses. Additionally, CUSTOMER may be subject to a penalty charge relating to loss of revenue by HTE for canceled HTE personnel unless the cancellation is for a reason that is not within the Customer's control, which will be mutually agreed upon between the parties, and will include but not be limited to situations of force majeure. HTE's current penalty charge for any on-site sessions canceled by the CUSTOMER within seven (7) days of the date scheduled by HTE is fifty percent (50%) of the original cost of such service as provided above. Fees for on-site sessions canceled within seventy two (72) hours of the scheduled date shall be fully due and payable by the CUSTOMER. Notwithstanding the above, HTE will endeavor to reschedule HTE personnel during the time canceled so as to reduce any subsequent penalty to the CUSTOMER.

Modifications

Modifications are not included in this Supplement and are not anticipated by HTE. Any Modifications, if requested by the CUSTOMER, will be controlled by the HTE System Change Request ("SCR") form which will be prepared for the CUSTOMER by the HTE Product Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the CUSTOMER's authorization along with fifty percent (50%) payment. The final fifty percent (50%) payment will be due upon completion.

Conversion

Conversion for the CX and LX applications is at the price noted above for the services to be provided in accordance with the attached SCR# 9802068. Fifty percent of the price shall be due upon contract execution, and the remaining amount shall be due upon completion of the conversion. Conversion for the Land Management application is for the services provided in accordance with the attached SCR# 9802069, at the price noted above. Fifty percent of the fee shall be due upon contract execution, and the remaining amount shall be due upon completion of the conversion. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data will be supplied in fixed field and record length format. Input data file clean up shall be the responsibility of the CUSTOMER. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Agreement are attached for CUSTOMER signature and return to HTE.

System Performance Standards

With the AS/400 configuration proposed, provided there are no future or additional changes made to the AS/400 or the System Software, HTE would anticipate a 3 second response time averaged over any 24 hour period for all locally attached devices. This response time is anticipated based on the products included in this Agreement and on the assumption that only HTE software resides on the subject AS/400.

Assumptions:

- Measurement of response times will be accomplished by way of IBM's AS/400 Performance tool software. (5769-PT1).
- Any recommendations on system tuning from HTE staff are implemented.
- Response times are not measured during any tape action, such as backups or loading of software.
- HTE's applications are the only applications running at the time of the measurement.
- HTE's recommendation on system size is implemented.
- Volumes noted in RFP do not exceed a 10% variance.

On-line transaction response time

With the assumptions noted above, HTE would expect a response time of 3 seconds or less at least 85% of the time for all locally attached devices.

Hardware Testing and Acceptance

After installation of the IBM AS/400, HTE will perform the following test procedures to ensure the hardware is working to specifications.

- a. AS/400 sign on.
- b. Entry of the WRKSYSSTS command on a command line. Memory added; DASD added; necessary tuning changes made; configuration checked against the order.
- c. Entry of the WRKACTJOB command on a command line. Check made for appropriate sub-systems; necessary changes made to the sub-system configuration.
- d. Entry of the GO LICPGM command on the command line. Installed IBM software products checked against the order.
- e. Entry of the WRKHDWPRD command on the command line. Rack configuration printed; rack configuration checked against the order.
- f. Batch job submitted.
- g. ECS communication line to HTE tested.

Once these commands have been completed successfully, this assures that the proper configuration has been delivered and installed and that the basic requirements have been met.

Warranty - Third Party

Unless otherwise stated, Customer shall enter into separate purchase of maintenance agreements with each individual hardware or third party software supplier for the equipment or software as may be provided herein. Warranty and maintenance offerings by HTE for its Licensed Program(s) do not apply to any hardware or third party software supplied under this Supplement. HTE does not make any warranties for any non-HTE products unless otherwise provided herein. For the maintenance and support fees noted above, HTE will warrant that the HTE GUI (Seagull) and Cognos Impromptu will function together with the HTE Licensed Program(s) in such manner as provided for in the HTE RFP response.

Non-Hiring Statement

During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, neither HTE or the Customer may offer to hire or in any way employ or compensate any of the employees of the other or persons who have been employed by the other within the immediate past twenty-four (24) months without prior consent of the other party.

Prices quoted above will be honored through March 31, 1998.

CITY OF COLLEGE STATION, TEXAS

By: Lynn McIlhaney

Name: Lynn McIlhaney

Mayor 03-13-98
Title Date

H.T.E., INC.

By: [Signature]

Name: Susan Falotico

Chief Financial Officer 5/16/98
Title Date

ATTEST:

Connie Hooks
Connie Hooks, City Secretary

3/13/98
Date

APPROVED:

George K. Noe
George K. Noe, City Manager

3/13/98
Date

Caryl Robinson
City Attorney

3-13-98
Date

Charles G.
Director of Fiscal Services

3-13-98
Date

Linda Piwonka
Linda Piwonka, Director of Office of Technology
& Information Services

03-13-98
Date

HTE System Hardware / Software Investment Summary

City of College Station, TX
Customer Information System
Upgrade Existing AS/400 310 to 620 - Item 1A Alternate Recommended
2/24/98

Time 6:11 PM

Description	Extended Cost	Discount	Net Cost	Maintenance Annual ¹
AS/400 System Hardware	\$154,884.00	\$27,879.12	\$127,004.88	\$8,880.00
AS/400 System Software	\$31,488.00	\$5,614.20	\$25,873.80	\$0.00
CISC to RISC Transition Services	\$18,000.00	\$0.00	\$18,000.00	N/A
HTE AS/400 Support Line Services				\$5,000.00
HTE Network Support Line Services				\$7,500.00
System Total	\$204,372.00	\$33,493.32	\$170,878.68	\$21,380.00

¹ Other than the HTE Support Fees, the Maintenance Fees shown are for informational purposes only. Maintenance fees are payable directly to the Manufacturer or other party providing the maintenance services. Please do not include these maintenance fees in any purchase orders or payments sent to HTE.

*Note: System configurations and sizing are based on information contained in the RFP. HTE reserves the right to make changes to the final configuration based on further discussion and/or an on-site analysis. Prices stated are valid for 90 days from the proposal submission date. If applicable, the prices for IBM products and services are subject to change and are submitted for your information only. The terms and policies of the IBM Corporation govern any portion of this proposal relating to IBM products and services.

**City of College Station
Customer Information System
Upgrade Existing AS/400 310 to 620
HTE AS/400
Memory Sizing Assumptions**

IBM AS/400 Sizing Assumptions Used: 9406 - 620 #2180 (CPW 113.8)

Memory estimates only consider the applications as noted in the Sizing Estimate.
High volume word processing will be done on personal computers.
The number of devices below were provided to HTE by City of College Station.
Estimated concurrent users: 60

Memory Estimate:

Additional number of concurrent users	(60.00 X 3 MB)	180.00	MB
Memory Total		180.00	MB
Additional Memory for CIS users		256.00	MB
Existing Memory (310)		512.00	MB
Total Memory Recommended		768	MB

Optional Community Services Application Users:

Additional number of concurrent users ¹	(11.00 X 3 MB)	33.00	MB
Existing Memory (from above)		768.00	MB
Total Memory Recommended		832	MB

¹ Memory increments require slot pairs of either 32M cards or 128M cards forcing increment to be 64M or 256M.

**City of College Station
Customer Information System
Upgrade Existing AS/400 310 to 620
HTE AS/400
Disk Sizing Assumptions**

Disk requirements for HTE applications are based on the sizing information provided by the City of College Station.

Disk utilization is not to exceed 80% excluding 12% workspace.

This sizing assumes three years of online data history.

HTE Disk Storage Estimator:

	Programs		Three year online data history	
HTE System Software	50	MB	10	MB
Contract Billing (500)	42	MB	160	MB
Continuing Property Records (2500)	111	MB	801	MB
Cash Receipts (26,500*12) ¹	26	MB	5008	MB
CIS (26,500 accounts - 5 services)	354	MB	18086	MB
Land Management (15,000 parcels)	168	MB	2481	MB
Work Orders (50,000/yr)	351	MB	16231	MB
Total Disk Required	1,102	MB	42,777	MB

¹ Cash Receipts was sized for only one year online.

Work Space and Utilization:

Application Programs	1,102	MB
Total Data History Requirement	<u>42,777</u>	MB
Total Applications, Data, and History	<u>43,879</u>	MB
 Total Disk Required	 44	 GB
 Additional DASD for Bus Level Mirroring	 44	 GB
 Total Disk Calculated	 88	 GB
 Additional Disk Recommended for CIS	 92	 GB

Optional Community Services Applications:

Building Permits (3960/yr)	77	MB	1309	MB
Code Enforcement (10,000 cases/yr)	41	MB	6405	MB
Planning and Zoning (220 projects/yr) ²	35	MB	<u>250</u>	MB
Disk Total for Optional Applications	<u>153</u>	MB	7964	MB
Additional Disk Total for Optional Applications			8	GB
Additional DASD for Bus Level Mirroring			8	GB
Additional Disk for Optional Applications			16	GB

² PZ sized for 10 years online.

**City of College Station
Customer Information System
Upgrade Existing AS/400 310 to 620
HTE AS/400
Sizing Assumptions**

ITEM #1A Alternate - Recommendation

Existing DASD on current Model 310: mirrored with 31.29GB Useable	62.58	GB
Suggested DASD increase for CISC to RISC considerations	31.29	GB
Item #1A - Alternate RFP request to add	108	GB
Requested DASD Total:	201.87	GB

Implementation:

Existing DASD on current Model 310:	62.58	GB
Remove existing 2 - 1.96GB drives	-3.92	GB
Remaining DASD	58.66	GB
Migrate existing 14 - 4.19GB drives	58.66	GB
Add 18 - 8.58GB drives	154.44	GB
Actual DASD Recommended Total:	213.10	GB

Existing memory on current Model 310	512	MB
CISC to RISC guidelines suggest doubling memory	512	MB
Additional Memory for CIS users	256	MB
Additional Memory for Optional users	64	
Total Memory Recommended	1344	MB

City of College Station, TX
 Customer Information System
 Upgrade Existing AS/400 310 to 620 - Item #1A - Alternate Recommended
 System Hardware/Software Pricing

System Hardware

Description	Qty	Unit Price	Extended Price	Discount 18%	Net Cost	Annual Maintenance ¹	Warranty Period
<i>Upgrade AS/400 310 (56.5 CPW) to 620 (113.8 CPW)</i>							
AS/400e 9406-620	1	\$154,884.00	\$154,884.00	\$27,879.12	\$127,004.88	\$8,880.00	12 months
2180 113.8 CPW Processor							
832Mb of Memory ²							

213.1Gb of Bus Level Mirrored Disk Storage (106.55Gb Useable)³

Migrate 14 - 4.19GB disk drives
 Add 18 - 8.58GB disk drives

Base CD-ROM

Reuse:

- 2617 - Ethernet Adapter⁴
- 2623 - Six Line Communications Controller
- 5052 - 16 Disk Unit Storage Expansion
- 6050 (2) - Twinax Workstation Controller
- 6112 - Magnetic Storage Controller
- 6501 - DASD Controller
- 6530 - Storage Device Controller

New:

- 2722 - PCI Twinax Workstation Controller⁵
- 2721 - Two Line WAN IOA⁶
 - 1 - V.24 Comm Line
 - 1 - V.35 Comm Line

System Hardware Total

\$154,884.00 \$27,879.12 \$127,004.88 \$8,880.00

¹ This maintenance number for the AS/400 620 is the annual total for the 620, not an addition to what the City is currently paying on the existing 310.

² Existing 310 has 512Mb of memory. Added additional 256Mb memory for 60 additional CIS users.

May want to further evaluate memory based on total concurrent users.

³ Assumes that the City of College Station wants to continue with Bus Level Mirroring. The option of RAID may decrease the price by reducing the number of disk controllers. Another configuration would have to be run in order to verify.

Removed 2-1.96Gb disk drives and added and additional 14-8.58GB for an increase of approximately 116Gb.

This configuration may accommodate additional disk units without an additional expansion unit.

⁴ The City may want to consider one of the newer PCI Ethernet adapters.

⁵ This additional Twinax controller may not be required.

⁶ Total communication lines: 7 - V.24 and 1 - V.35 as listed on rack configuration.

City of College Station, TX
 Customer Information System
 Upgrade Existing AS/400 310 to 620 - Item #1A - Alternate Recommended
 System Hardware/Software Pricing

System Software

Description	Qty	Number of Users ¹	Extended Price	Discount 18%	Net Cost	Warranty Period
<i>Upgrade from V3R1 to V4R1</i>						
5769-SS1 Operating System/400 Features: Print Services Facility (1-19 IPM)	1	N/A	\$10,400.00	\$1,872.00	\$8,528.00	60 days
5769-XW1 Client Access Windows Family/400 ²	1	125	\$6,875.00	\$1,237.50	\$5,637.50	60 days
5769-XY1 Client Access Family/400 ²	1	125	\$6,875.00	\$1,237.50	\$5,637.50	60 days
5769-QU1 Query/400	1	N/A	\$1,920.00	\$345.60	\$1,574.40	60 days
5769-ST1 DB2/400 QRYMGR & SQL	1	N/A	\$1,920.00	\$345.60	\$1,574.40	60 days
5716-PT1 Performance Tools/400	1	N/A	\$0.00	\$0.00	\$0.00	60 days
5716-PW1 Application Development Toolset/400	1	N/A	\$0.00	\$0.00	\$0.00	60 days
5716-DCT Language Dictionaries	1	N/A	\$0.00	\$0.00	\$0.00	60 days
5769-WP1 OfficeVision/400	1	50	\$3,200.00	\$576.00	\$2,624.00	60 days
5716-RG1 ILE RPG/400	1	N/A	\$0.00	\$0.00	\$0.00	60 days
5755-AS5 V4 System Program Order	1	N/A	\$298.00	\$0.00	\$298.00	
System Software Total			\$31,488.00	\$5,614.20	\$25,873.80	
CISC to RISC Transition Services⁴			\$18,000.00	\$0.00	\$18,000.00	

City of College Station, TX
Customer Information System
Upgrade Existing AS/400 310 to 620 - Item #1A - Alternate Recommended
System Hardware/Software Pricing

- ¹ The maximum chargeable number of users for this processor group is 150 for Client Access and 200 for OfficeVision/400.
- ² The Client Access Family was divided into two products with V4R1. 5769-XY1 may not be required if the City of College Station is not using DOS or OS/2 on the client workstations.
- ³ May need to consider increasing existing Client Access license by 25 to maximum users chargeable to accommodate addition of CIS users.
- ³ May want to consider adding 50 OV/400 user licenses to accommodate addition of CIS users.
- ⁴ Installation and/or training prices do not include travel and living expenses. Actual travel and living expenses for installation and/or training trips will be re-billed to the customer.

AS/400 Hardware/Software
Technical Support Services

HTE TECHNICAL SUPPORT LINE

HTE Technical Support Line is an HTE service to help enhance the productivity of AS/400 users and support staff. It is designed to provide customers a single focal point for AS/400 system-related issues. HTE Support Line is available 7 days a week, 24 hours a day. HTE Support is accessible either electronically or by telephone.

The HTE Technical Support Line provides assistance with:

- * Usage questions for system software such as OfficeVision/400, Query/400, Rumba/400
- * Usage questions for system software integration with HTE applications
- * System operator and system administrator usage questions such as responding to messages, security, profiles
- * Device set-up and connectivity issues
- * System software and hardware upgrade planning
- * Assistance with hardware problem notification and management to third party vendors
- * System software problem handling and resolution

The HTE Network Support Line Services for PC's and Networks provides assistance with:

- * General LAN/WAN questions
- * Device set-up and connectivity issues
- * System operator and system administrator usage questions such as responding to messages, security, profiles
- * Usage questions for system software integration with HTE applications
- * Assistance with hardware problem notification and management to third party vendors
- * Network Operating System assistance configurations and tuning
- * Bulletin Board assistance for fixes

AS/400 Hardware/Software
Technical Support Services

AS/400 SYSTEM TRANSITION AND PROJECT MANAGEMENT \$14,900

System Transition Service will provide you with the expertise of a Services Specialist and a proven methodology to execute a smooth transition from your current AS/400 to your new PowerPC based AS/400. The Specialist will work with you to develop and execute a customized transition plan selecting the most appropriate transition method. At conclusion of this service the Specialist will perform a post-install verification.

We will assist the customer with AS/400 Project Management Services. Tasks may include:

- * Plan the System Transition project; define scheduling and tasks associated with the installation of the new system. The customer will be responsible for performing all tasks.
 - * Define and schedule the clean up of the current system.
 - * Verify that the Upgrade Assistant has been installed and run, and provide recommendations concerning any non-observable programs or applications.
 - * Determine the correct transition plan.
 - * Review on-order equipment to verify that the new configuration will align with the selected plan and that sufficient DASD is available or on-order.
 - * Review customer save plan and make recommendations where appropriate.
 - * Verify that the customer is prepared to implement the selected transition plan; resource, schedule, etc.
 - * Create a transition schedule for the customer to follow including periodic checkpoints. This schedule will identify the tasks necessary to get the new system installed an into production and may include tasks scheduled after the new system is in production.
- The Services Specialist will perform the following tasks:
- * Review output of Upgrade Assistant PTF's.
 - * Provide advice concerning non-observable programs/applications.
 - * Select the appropriate transition method.
 - * Review the customer's preparedness to implement the selected transition method.
 - * Review the program translation options with the customer and help the customer plan when they should occur.
 - * Determine if sufficient DASD is available.
 - * Review the customer's save and restore strategy.
 - * Coordinate these services with the installation of the AS/400 system.
 - * Gather and move system parameters, values and other required system information to the new system.
 - * Configure DASD devices.
 - * Install V3R7 Operating System (if applicable).
 - * Restore the customer's data (if applicable).
 - * Install the Licensed Program Products and PTF's.
 - * Perform final post-install tasks including a system verification, and verify that the hardware is correctly configured.
 - * Price quoted assumes migration of 63GB of data and programs using an UNLOAD-RELOAD approach.
 - * **This proposal covers migration of HTE applications ONLY. It is the customer's responsibility to coordinate with other application providers to determine how their software should be migrated and what charges if any are associated with the move to a RISC-based processor.**

AS/400 Hardware/Software
Technical Support Services

AS/400 Upgrade Assistant

\$3,100.00

Upgrade Assistant Service will provide you with the expertise of a Services Specialist to assist you in planning for your transition from your current AS/400 to your new PowerPC based AS/400. The Specialist will work with you to develop and execute a customized transition plan selecting the most appropriate transition method.

We will assist the customer with AS/400 Upgrade Assistant. Tasks may include:

- * Use Upgrade Assistant tools to generate a system readiness report.
- * Deliver a copy of the generated report.
- * Review the generated report and the following items with you:
 - non-observable programs/applications
 - program translation
 - future DASD requirements
 - parameters that may affect system downtime for the chosen transition method

EXHIBIT A

December 12, 1997

City of College Station

Remaining Modifications - After Demonstrations:

<u>Page</u>	<u>Section</u>	<u>Description</u>	<u>Cost</u>
1	26	May need ITRON interface...	\$ 3,500
4	10	Auto letter for tenant/owner...	8,000
5	27	Notification routed to CSR's...	12,000
6	79	Check customer credit history...	4,000
6	116	Print closing billing on demand...	32,000
	122	“ “ “ “ “	
7	131	Reversal of account balances...	8,000
8	49	Installment loans...	8,000
8	2	Aggregate billing	12,000
12	126	Credit card payment... \	12,000
	127	Pay by phone... /	
12	149	Entry of grace days...	8,000
14	253	Credit card draft, number, expiration...	12,000
15	257	Last budget billing date and actual amount	<u>4,000</u>
		Total	\$123,500

The City of College Station has opted to not take these modifications.

Level Two Project Management

HTE Services:

- ◆ Schedule training visits of HTE Application Specialists.
- ◆ Create a detailed work plan which includes training visits, deliverable schedules and project milestones.
- ◆ Create the Project Scope Statement that defines deliverables and milestones.
- ◆ Conduct biweekly conference calls with Client Project Manager to review implementation progress and discuss issues regarding training and deliverables.
- ◆ Provide a single point of contact at HTE.
- ◆ Maintain Work Plan and track budget.
- ◆ Maintain Issue Log
- ◆ Project Manager will conduct biweekly conference calls or on-site status meetings with Client Project Manager and or Project Team.
- ◆ Provide monthly status reports.
- ◆ Provide a copy of GEM (Global Enterprise Methodology)
- ◆ Conduct one on-site Quality Control meeting every three months with a Senior Project Manager. The purpose of this meeting is to audit deliverables as contractually outlined, interview client personnel and generate a written report of findings and recommendations.

Client Responsibilities:

- ◆ Provide a dedicated Project Manager that monitors and tracks internal client deliverables and tasks and serves as the primary contact for HTE issues.
- ◆ Develop test plans and monitor testing.
- ◆ Participate in biweekly conference calls.
- ◆ Coordinate and schedule internal resources for training and client provided deliverables.