SUNGARD®
HTE INC.

SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT BY AND BETWEEN SUNGARD HTE INC. AND CITY OF COLLEGE STATION, TX SCHEDULE A-PRICING AND PAYMENT SCHEDULE CONTRACT NO. COLG-20040897

This Supplement is to the H.T.E., Inc. Software License and Services Agreement (Agreement) dated March 13, 1998, between **SunGard HTE Inc. (HTE)** and **City of College Station, TX (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

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.

Type: _____ Model: _____ Serial Number _____
Operating System: _____ Tape Drive: _____

SunGard HTE Licensed Programs	License Fees	Implementation Fees	Support Fees	New NaviLine Annual Support Fees[1]
NaviLine Select Migration		$ 6,000.00		
Fixed Assets - FAJ	$ 4,690.00			$ 3,330.00
Work Orders/Facility Management - WFJ	12,160.00			9,120.00
Continuing Property Records - CPJ	2,100.00			1,610.00
Purchasing/Inventory - PIJ	11,720.00			8,790.00
Global Financials - GFJ	Included in PIJ			Included in PIJ
Accounts Receivable - MRJ	7,230.00			5,420.00
Cash Receipts - CRJ	Included in MRJ			3,800.00
GMBA w/Extended Reporting - GMJ/ERJ	19,890.00			14,920.00
Payroll/Personnel - PRJ	8,280.00			6,210.00
Applicant Tracking - ATJ	3,600.00			2,040.00
Fleet Management - FMJ	6,840.00			5,130.00
Planning/Zoning - PZJ	8,280.00			6,210.00
Land/Parcel Management - LXJ	Included in PZJ			2,800.00
Building Permits - BPJ	5,890.00			4,420.00
Code Enforcement - CEJ	3,600.00			2,700.00
Customer Information System - CXJ	15,910.00			11,930.00
Contract Billing - CBJ	Included in CXJ			Included in CXJ
Contact Management - CZJ	6,240.00			4,680.00
Document Management Services - DXJ	Incl. in Migration			900.00
HELP Card[2]			$ 4,800.00	
QRep Catalogs (FAJ, WFJ, CPJ, PIJ, MRJ, CRJ, GMJ/ERJ, PRJ, ATJ, FMJ, PZJ, LXJ, BPJ, CEJ, CXJ, CBJ, CZJ) - CJ	Incl. in Migration			4,675.00
Licensed Programs Sub-Total	**$ 116,430.00**			
Discount	**(38,929.00)**			
SunGard HTE Licensed Program Totals	**$ 77,501.00**	**$ 6,000.00**	**$ 4,800.00**	**$ 98,685.00**

Payment Schedule*	Total Contract	Due Upon Contract Execution
License Fees	$ 77,501.00	$ 77,501.00
Support Fees	4,800.00	4,800.00
Implementation Fees	6,000.00	6,000.00
Grand Total	**$ 88,301.00**	**$ 88,301.00**

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER. CUSTOMER IS A TAX EXEMPT ENTITY AND WILL PROVIDE ITS TAX EXEMPTION NUMBER TO HTE.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees:	Upon execution of this Supplement.
Support Fees	HELP Card support fees due upon execution of this Supplement.
Implementation Fees:	Upon execution of this Supplement.
Travel and Living Expenses:	Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard HTE Corporate Travel and Expense Reimbursement Policy. SunGard HTE agrees to use the same diligence in controlling reimbursable expenses as it uses in its own business for expenses incurred by SunGard HTE.

[2]Application Training-HTE Electronic Learning Pass (HELP)

The HTE Education Learning Pass (HELP Card) is an annual renewal and will be invoiced annually with Customer's annual support services renewal.

Testing and Acceptance

The License Program Testing and Acceptance shall extend for a period of sixty (60) days commencing the first day of Installation services for the Licensed Program(s) herein. Installation shall be defined as when the Licensed Program(s) is installed/loaded on a designated machine.

Warranty

SunGard HTE warrants that for a period of one hundred twenty (120) days after testing and acceptance of the Licensed Programs, the SunGard HTE Licensed Programs herein will perform in substantial compliance with the reference documentation supplied by SunGard HTE, provided the Licensed Programs are used in the proper operating environment. SunGard HTE does not warrant that the functions contained in the Licensed Programs will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the one hundred twenty (120) day period.

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

SunGard HTE warrants that it has the right to license the SunGard HTE Licensed Programs listed herein and that the SunGard HTE Licensed Programs do not infringe any intellectual property of any third party. SunGard HTE agrees to defend and indemnify Customer against expenses, including reasonable attorneys' fees, costs, expert fees and other fees and expenses and liability arising from any claim of infringement related to SunGard HTE Licensed Programs provided SunGard HTE shall have the right to control the defense or settlement of any such claim. If use of the SunGard HTE Licensed Programs by the Customer is enjoined by any infringement proceeding, SunGard HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the SunGard HTE Licensed Programs or if that is not possible, SunGard HTE shall refund to the Customer the license fees paid under this Supplement for the particular Licensed Program that is determined to be infringing and the prorated current support fees paid by Customer for the maintenance of the infringing product.

SunGard 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 SunGard HTE.

SUNGARD 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.

Remedies and Limitation of Liability

In situations involving performance or nonperformance of Licensed Programs furnished under this Supplement, the Customer's remedy is (1) the correction by SunGard HTE of Licensed Program defects, or (2) if, after repeated efforts, SunGard HTE is unable to make the Licensed Programs operate as warranted, the Customer shall be entitled to recover actual, direct damages to the limits set forth in Section XI of the Agreement upon the return or complete destruction of the Licensed Programs for which damages are sought.

SunGard HTE's liability for claims related to bodily injury, death and damage to real property and tangible personal property, as provided in Section XI of the Agreement, is intended to include, and does include, claims in which automobiles are involved.

[1]HTE Support Services
New NaviLine Annual Support Fees listed herein reflect the new support fees on the NaviLine Licensed Programs and Customer's current support fees will be adjusted pro-rata accordingly. The above annual support fees are effective upon HTE's receipt of this Supplement executed by Customer provided there is mutual agreement on any changes made to this Supplement by Customer upon its return to HTE. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Support Services do not include maintenance on modifications made to the Licensed Program at Customer's request.

Scheduled Resource Changes
Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. In the event Customer schedules and then cancels training or project management, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will use commercially reasonable efforts to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Source Code
Unless otherwise provided herein, the Licensed Programs are provided in and may be used in machine-readable object code form only. HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Programs from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

Preprinted Terms and Conditions
Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard HTE in writing to the Customer.

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

Provisions of Insurance
The provisions for insurance as defined in the Agreement are hereby terminated for this and subsequent SunGard HTE supplements and shall be replaced with the attached "Certificate of Liability Insurance".

Estimated Travel and Living Expenses
The Travel and Living Expense Estimated below includes travel and living expenses associated with services performed for the Licensed Programs in this Supplement. Customer agrees to pay actual travel and living expenses incurred by HTE. HTE will use commercially reasonable efforts not to exceed the projected expense defined below.

Airfare	$550 (booked at least 21 days in advanced) 1 Flight	
Hotel	$85/Night	3 Nights - $255
Per diem	$35/Day	3 Days - $105
Car Rental	$45/Day	3 Days - $135
Miscellaneous Expenses (Parking, Tolls, Mileage etc.) = $100		
Total Estimate = $1,145		
Customer is a tax exempt entity and will provide its tax exempt number to HTE.		

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by December 31, 2004.

Customer warrants that the amounts to be paid hereunder will be paid out of Customer's budgeted funds.

CITY OF COLLEGE STATION, TX

Ron Silvia, Mayor

Date

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Thomas E. Brymer, City Manager

Date

Roxanne Nemak

City Attorney

Date

Jeff Kersten, Finance & Strategic Planning Director

Date

SUNGARD HTE INC.

Susan D. Falotico, Executive Vice President & CFO

November 18, 2004

Date