



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-20050464

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: _____

Table with 5 columns: SunGard HTE Licensed Programs, License Fees, No. Days of Training, Training Fees, Annual Support. Rows include Business License - OLJ, QRep Catalog (OLJ) - CG, Licensed Programs Sub-Total, Discount, and SunGard HTE Licensed Program Totals.

Table with 5 columns: Payment Schedule*, Total Contract, Due Upon Contract Execution, Due As Incurred/Delivered, Due As Otherwise Noted. Rows include License Fees, Training Fees, Project Management, Annual Support, and Grand Total.

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 EMEMPTION NUMBER.

*Payments:

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

- License Fees: Upon execution of this Supplement.
Training Fees: On invoice as incurred.
Project Management: On invoice as incurred.
Annual Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
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.

Testing and Acceptance

The License Program Testing and Acceptance shall extend for a period of sixty (60) days commencing the first training date

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.

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 prompt correction by SunGard HTE of Licensed Program defects, or (2) if, after commercially reasonable efforts, HTE is unable to make the Licensed Programs operate as warranted, HTE shall reimburse Customer actual, direct damages to the limits set forth in Section XI of the Agreement. Customer shall return or destroy the Licensed Programs for which damages are sought once the reimbursement has been received.

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.

HTE Support Services

The initial term of HTE support services shall commence one hundred twenty (120) days after installation/configuration of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) 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
Per diem	\$35/Day
Car Rental	\$45/Day
Miscellaneous Expenses (Parking, Tolls, Mileage etc.)	= \$100
The above fees do not include any taxes which Customer will be responsible for. CUSTOMER IS TAX EXEMPT. RN	

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 June 30, 2005.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds, ~~and are not part of a financing arrangement with any third party.~~ **RN**

CITY OF COLLEGE STATION, TX

SUNGARD HTE INC.

Ron Silvia, Mayor



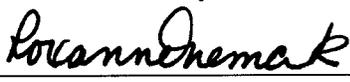
Grant Harbin, Vice President

Date

May 3, 2005
Date

Connie Hooks, City Secretary Date

Thomas E. Brymer, City Manager Date

 **5-31-05**

City Attorney Date

Jeffrey Kersten, Finance & Strategic Planning Director Date