ROUTING SHEET FOR CONTRACTS, CHANGE ORDERS & OTHER AGREEMENTS

Legal Dept. Use Only:
Log-in Date: 2/18/03
1 Original(s) or Copy to Department or Fiscal Services on 2/25/03

Contract No.: 03 - 081 **Change Order No.:** _____ **Project No.:** CO 0022

Project Name: CO 0022 - PUBLIC SAFETY SYSTEM

Name of Contractor: GEAC COMPUTERS, INC.

Contract Description: PURCHASE OF SOFTWARE UPGRADE TO POLICE/FIRE COMPUTER AIDED DISPATCH AND POLICE RECORDS MANAGEMENT

CRC Approval Date (if required): SEE BELOW** OLIVIA BURNSIDE x 3560

Council Approval Date (if required): FEBRUARY 13, 2003 **Department Representative/Extension**

Agenda Item No.: CONSENT AGENDA 9.4

Finance Review Required: Insurance Certificates: [illegible] Performance Bond: N/A Payment Bond: N/A
(person reviewing, please initial if approved)

Comments:
THERE ARE TWO (2) COPIES OF THE CONTRACT AND TWO (2) COPIES OF THE AMENDMENTS TO THE CONTRACT. A CUSTOMER ORDER FORM IS LOCATED IN BACK OF EACH NOTEBOOK AND REQUIRES A SIGNATURE. HARDWARE PURCHASE WAS APPROVED BY CITY COUNCIL ON JUNE 27, 2002.

OVER 2

N/A **CITY SECRETARY**	**DATE**
[signature] **MAYOR**	2-21-03 **DATE**
[signature] **CITY MANAGER**	2/18/03 **DATE**
Roxanne Nemcik **LEGAL DEPARTMENT**	2/18/03 **DATE**
[signature] **DIRECTOR OF FISCAL SERVICES**	2/17/03 **DATE**
Olivia V Burnside **DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR**	February 14, 2003 **DATE**

Agenda Item Cover Sheet

Agenda Item # 9.4

	Regular Item
X	**Consent Item**
	Workshop Item

Item Submitted By:	Olivia Burnside
Council Meeting Date:	February 13, 2003
Director Approval:	E-Signed by Olivia W. Burnside Authenticate with ApproveIt
City Manager Approval:	E-Signed by Thomas E. Brymer VERIFY authenticity with ApproveIt

Item: Presentation, discussion and possible action on a contract with Geac Computers, Inc. for a software upgrade of the public safety computer aided dispatch (CAD) system and the Police records management system and associated services and training.

Item Summary: This contract is for the upgrade of the CAD and Police records management software, the installation of the upgrade and training of staff on the new software for an amount of $392,935. The additional ongoing cost associated with this upgrade of software is $49,725. Staff recommends approval of the contract.

Item Background: The current software was acquired in 1990 and has never been updated. The replacement of the public safety system has been a part of the Technology Plan and the Capital Improvement Projects list in the budget for several years. As staff worked through the process of selecting a new system it became clear that the acceptable proposals were over the budget. A proposed solution of upgrading the current system and adding specialized pieces of software was presented to the City Council April 25, 2002. Based on direction from Council at that time staff has pursued a contract for an upgrade to the current CAD and Police records management system. On June 27, 2002 Council approved the purchase of new hardware to support the CAD, Police records management and Fire records management systems. A new Fire records management system was implemented in November 2002.

ACORD

ISSUE DATE (MM/DD/YY) 01/31/03

PRODUCER

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto, ON M5J 2N9

Attn: Mary M. Smith, (416) 868-5637

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 LETTER A	Chubb Insurance Company of Canada
COMPANY LETTER B	Federal Insurance Company
COMPANY LETTER C	Chubb Insurance Company of Canada
COMPANY LETTER D	Federal Insurance Company
COMPANY LETTER	Chubb Group of Insurance Co.

INSURED

Geac Computers, Inc.
11 Allstate Parkway, Suite 300
Markham, ON L3R 9T8

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 ANY 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	GENERAL LIABILITY	35780056	Sept. 1/02	Sept. 1/03	GENERAL AGGREGATE	$
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$ 600,000.
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV. INJURY	$
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 600,000.
					MED. EXPENSE (Any one person)	$
B	AUTOMOBILE LIABILITY	7319-61-62	Sept. 1/02	Sept. 1/03	COMBINED SINGLE LIMIT	$ 600,000.
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☒ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY				PROPERTY DAMAGE	$
C	EXCESS LIABILITY				EACH OCCURRENCE	$ 1,000,000.
	UMBRELLA FORM	79219494	Sept. 1/02	Sept. 1/03	AGGREGATE	$ 1,000,000.
	☐ OTHER THAN UMBRELLA FORM					
D	WORKER'S COMPENSATION	71638334	Dec. 31/02	Dec. 31/03	STATUTORY LIMITS	
	AND				EACH ACCIDENT	$ 1,000,000.
	EMPLOYER'S LIABILITY				DISEASE - POLICY LIMIT	$ 1,000,000.
					DISEASE - EACH EMPLOYEE	$ 1,000,000.
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Location - College Station Texas
Contract No. 102-COF02MAR08. Software Upgrade to Graphical Version which includes installation, training & project management. With respect to Commercial General Liability Policy and excess Commercial General Liability Limits provided by the Umbrella Policy only, City of College Station , its officials, employees and volunteers are included as an additional insured, but only with respect to the above and only with respect to the operations of the Named Insured.

City of College Station
Fax:312-202-6339
P.O. Box 9960
College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR 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

MARY M. SMITH, SUPERVISOR - TECHNICAL SERVICES UNIT

TOTAL P.02

Approved B Cody 1-31-03

OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

K:\00000RMP\TSU DATA\41854\Memorand.doc - 9:07 AM

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto, Canada M5J 2N9
Tel: (416) 868-5500 Fax: (416) 868-5580

TXT

Memorandum of Insurance

No. M8 /02-03 *AMENDED*

This memorandum constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to City of College Station; other persons relying on this memorandum do so at their own risk.

Aon Reed Stenhouse Inc.

Dated January 13, 2003, at Toronto, Ontario

Mary M. Smith, Supervisor
Technical Services Department

Issued by: Teresa Tran
Direct Line: (416) 868-5734

Geac Public Safety

AGREEMENT FOR SYSTEMS AND SERVICES

Between
City of College Station

1101 Texas Avenue
College Station, Texas 77840
("Customer")
Agreement No. **102-S010406 A**

And
Geac Public Safety
a division of Geac Computers, Inc.
5509 West Gray Street
Tampa, Hillsborough County, Florida 33609
("Geac")

1. Definitions:

"Acceptance" means acceptance of one or more Geac Software programs in accordance with the terms of Section 9 herein.

"Acceptance Criteria" means, for a particular Software program, the criteria listed in Exhibit 1, if applicable.

"Acceptance Period" means, for a particular Software program, the thirty (30) day period immediately following completion of training of the Customer on a particular Software program.

"Confidential Information" means the Software and all methods or concepts contained therein and all information, (written or oral) including but not limited to the terms of this Agreement, the current or prospective business affairs, computer systems, work methods and clients of either party and any and all information which at the time of disclosure is identified by the disclosing party as confidential.

"Customer's Site" means the location of the Customer where the Software is to be installed and is set out in Appendix "A".

"Customized Geac Software" shall consist of the customizations to the Geac Software, as set out in Appendix "A", made by Geac at the Customer's request. Customized Geac Software may or may not be covered under Geac Software Support and will be so noted at the time Customer contracts for said customization.

"Designated System" means the authorized computer system, located at the Customer's Site, on which Customer will operate the Software and is set out in Appendix "A".

"Documentation" means any materials and updates provided by Geac for use with the Software, including training materials and user manuals (whether in printed form, on-line or embodied in other computer-readable media).

"Enhancements" means any addition or further development of an existing feature or capability of the Geac Software and provided by Geac to its customers generally as part of Software Support; and, if applicable, the Third-Party Software described in Appendix "A", if such developments are provided to Geac by the Third Party Software licensor for distribution to the Geac Software customers generally as part of Geac's Software Support.

"Geac Software" means the computer software programs proprietary to Geac or its affiliate and described in Appendix "A", and include, for each Geac Software program, the object code version of the Geac Software together with Documentation and any Enhancements (if Software Support is continuously subscribed for by the Customer) or modifications of the foregoing as may be furnished to the Customer by Geac from time to time.

"Installation" means that date which is the earliest of seven (7) days after shipment of the Software or six (6) months after the signing of this Agreement.

"License" has the meaning set out in Section 3.

"Number of Licensed Users" means the maximum number of concurrent users or devices permitted to access the Software at any one time whether by direct or indirect connection and as set out in Appendix "A".

"Professional Services" means the services, specifically set out in Appendix "A", or any applicable Add-On Appendix A, to be performed for the Customer by Geac or its sub-contractors. Professional Services may include, among other things, installation, data conversion, implementation, programming, training, and database administration.

"Software" means any one or more programs or all of the Geac Software, Third Party Software and, if applicable, Customized Geac Software.

"Software Support" has the meaning set out in Section 11.

"Third Party Software" means all software specifically described in Appendix "A" that is not Geac Software that Geac is providing to the Customer in object code only under this Agreement.

"Use" means the loading, execution, employment, utilization, storage and/or display of any one or more of the Software programs (in whole or in part) on the Designated System by

Terms And Conditions Modified By Attached Amendment

the Customer solely for its own operational business purposes in accordance with the Software License set out in Section 3 of this Agreement for a period of thirty (30) days or more.

2. Term:

(a) Subject to the terms and conditions herein, the term of this License shall commence when this Agreement is signed by both parties and shall continue in perpetuity unless terminated earlier as provided herein.

(b) Customer shall subscribe for an initial of Software Support to commence upon Installation of the Software that shall continue for a period of one year. Thereafter, the term for Software Support shall be automatically renewed for successive one-year periods unless terminated by either party upon notice in writing ninety (90) days prior to the anniversary of the renewal date.

(c) Any Professional Services other than development of Customized Geac Software, must be utilized within one year of signing this Agreement, any related Customer Order Form or any applicable Professional Services Agreement. No refunds or credits are issued for expired Professional Services.

3. Software License: Subject to the terms and conditions set forth in this Agreement, Geac hereby grants to Customer:

(a) A non-exclusive, non-transferable license to use the object code version of the Geac Software and, if applicable, Third-Party Software, listed in Appendix "A", on the Designated System only, at Customer's Site only, for the Number of Licensed Users set out in Appendix "A".

(b) A non-exclusive, non-transferable license to use the object code version of the Customized Geac Software that the Customer contracts with Geac for the development of as described in Appendix "A" hereto or pursuant to a Geac professional services agreement ("Professional Services Agreement"), on the Designated System only, at Customer's Site only, for the Number of Licensed Users set out in Appendix "A". Unless specifically stated otherwise in a related Customer Order Form or in the Professional Services Agreement, all references to Geac Software in this Agreement shall be read to include Customized Geac Software as developed, from to time, by Geac for the Customer. However, any and all warranties pertaining to such Customized Geac Software shall be only those warranties set out in the applicable Professional Services Agreement.

(c) The Customer may copy the Software solely for the purposes of backup, archival or validation testing on the condition that the Customer includes any copyright notices and other proprietary legends and designations on each copy made. Documentation may be copied for the Customer's internal use only.

(d) The Customer will execute and promptly return any documents required by the owner of the Third-Party Software.

(e) The Customer will treat the Software as Confidential Information and, therefore, will not disclose or otherwise make the Software accessible to any person other than employees of the Customer with a need for such disclosure or access in order to perform their duties.

4. Title: The only right which the Customer obtains to the Software is the right of use in accordance with this Agreement. This Agreement does not convey to Customer any proprietary rights, either in the Software or in any other Confidential Information. The Customer hereby agrees and acknowledges that all right, title and interest to the Software and the Confidential Information, and the sole right to grant licenses to use the Software shall, at all times, remain solely and exclusively vested in Geac or the Third-Party Software licensor, as the case may be.

5. Contribution:

(a) The Customer shall make no changes whatsoever to the Third-Party Software. The Customer shall make no changes to the Geac Software without prior written authorization from Geac. If the Customer, even with prior written consent of Geac, participates in or undertakes any modification, revision, customization, improvement, refinement, adjustment, enhancement or any other changes or amendments whatsoever to all, or any part, of the Geac Software ("Contributions"), Customer hereby conveys and transfers all right, title and interest in any and all such Contributions it may make to, and for the sole benefit of Geac and Customer shall execute and deliver all such instruments and documents that Geac may deem necessary to further evidence and perfect any such conveyance and transfer. Any Contribution made without the consent of Geac shall constitute default under this Agreement.

(b) Notwithstanding the above, Geac may not be able, and shall be under no obligation, to provide Software Support Services for the above referenced Contributions. Contributions do not include: (1) files, screen formats and layouts created by the Customer or Third Party on behalf of the Customer and used by the Customer and which do not add to, delete from or modify the data files or architecture of the Software program(s); and (2) the addition of data/questions to Geac formatted screens of Law Enforcement Information and Investigations program, Investigative Builder program and Easy Base program as these Software programs are designed to provide the Customer with this ability. While data files shall at all times remain the property of Geac, the data within the files are the property of the Customer.

6. Secure Protection: Customer shall store all Software and other Confidential Information, whether same is either stored electronically or in tangible form, in a secure, environmentally safe, locked facility which is accessible only to employees of the Customer with a need to access the facility in order to perform their duties. The Customer shall use all reasonable efforts to protect the Software and Confidential Information from any theft, harm, destruction, damage, disclosure, unauthorized Contributions, or interference whatsoever.

7. Restrictions: In addition to any other restrictions that may be included in this Agreement, the following restrictions shall apply to the License granted herein:

(a) The Customer shall not decompile, disassemble or otherwise reverse engineer any of the Software or contribute to its decompilation, disassembly or reverse engineering by any third party.

(b) Except with the prior written consent of Geac or solely for the purposes of backup, the Customer shall not and shall not permit any other person to, duplicate, interfere with, contribute to, support, amend, tamper with, damage or harm, all or any part of the Software in any manner whatsoever, including without limitation, duplication by way of electronic transfer and storage in any electronic storage system.

(c) The Customer shall not remove the Software from the Customer Site or country in which it is originally licensed and installed.

Terms And Conditions Modified By Attached Amendment

(d) Except with the prior written consent of Geac, which will not be unreasonably withheld, the Software shall only be used in conjunction with and on the Designated System for the number of users set out in Appendix "A".

(e) Only the Customer may use the Software. Customer shall not permit any other use of the Software in any other form than in machine-readable form and in the printed form and format provided to the Customer by Geac

8. Software Only Installation: Except where Geac is supplying the hardware to the Designated System, prior to and in order to permit Installation of the Software, Customer shall ensure that all hardware and equipment that will operate in conjunction with the Software is properly configured and is in good operating condition; the Software installation environment is correct and complete; and that all necessary Customer personnel are in attendance when Geac installs the Software.

9. Acceptance:

(a) If during the Acceptance Period, the applicable Software program substantially conforms to the Acceptance Criteria, for that Software program the Customer will accept such Software program and advise Geac in writing of such Acceptance. If the program is not in substantial conformance with stated Acceptance Criteria, Customer shall immediately notify Geac of any non-conformities in sufficient detail to allow Geac to isolate and duplicate same. Geac shall use all reasonable efforts to remedy all such non-conformities. Upon correction, Geac shall demonstrate same to Customer, without requiring an additional Acceptance Period, and the Software module shall be accepted by Customer. If no notification of non-conformance is received by Geac during the applicable Acceptance Period, such Software program shall be deemed to meet the stated Acceptance Criteria and shall be deemed accepted.

(b) Notwithstanding the above, should the Customer Use any Software program(s) in a live production environment, said Software program(s) shall be deemed accepted and the Customer shall pay to Geac the final payment for such Software program(s).

10. Data Conversion Guidance: Customer shall be responsible for the input of all data, except where the Customer has contracted with Geac to provide Professional Services to perform such conversion in accordance with the particulars set out in Appendix "A".

11. Software Support: Subject to payment by Customer to Geac of the annual Software Support fee, Geac shall provide the Customer with Software Support as follows:

(a) Geac shall perform programming and diagnostic services that may be reasonably necessary to correct any errors or malfunctions in the Geac Software operating on the Designated System which affect the operation of such Geac Software and which have come to the attention of Geac.

(b) Geac shall maintain a Software Support Hotline to provide Geac Software operation problem diagnosis and correction services by telephone.

(c) From time to time, if Geac Software has been enhanced with additional features, Geac may provide these Enhancements to the Customer at no additional charge so long as the version of the Geac Software currently being used by the Customer and the processing and storage capacities of the Designated System are compatible with the Enhancements. However, if installation of these Enhancements is performed by Geac personnel, the Customer shall pay to Geac, at Geac's then current published rates, the charges for installing these Enhancements, for software conversion and for any training or other services rendered by Geac to the Customer in connection with these Enhancements.

(d) Geac reserves the right to charge for excessive use of the Software Support Hotline at Geac's then current hourly rates. Such charges will be based upon inquires where the answer is provided in the Documentation. Geac will not charge such additional fees without notifying the Customer in advance.

(e) Geac shall use reasonable attempts to remedy any problem identified in the Third Party Software. Any Enhancements to the Third Party Software shall be made available to the Customer on terms as may be dictated by the Third Party Software licensor and may result in additional charge(s) to Customer.

(f) Unless otherwise noted on the Appendix "A", Software Support shall be provided between 9:00 a.m. and 5:00 p.m., Customer's local time for the contiguous forty-eight (48) states, Monday to Friday inclusive, except for Geac holidays.

(g) The Customer shall retain the services of Geac exclusively to perform all Software Support for the Software.

(h) Any Software Support requested by Customer outside the scope or period of coverage shall be chargeable to the Customer at Geac's then current published rates.

12. Responsibilities of the Customer Regarding Software Support:

(a) The Customer shall provide Geac with access to and use of all Customer information and facilities necessary to provide Software Support set out herein. Geac shall comply with Customer's security procedures.

(b) It is recommended that the Customer maintain, or cause to be maintained, all computer hardware and equipment that is used in any connection with the Software in a manner that does not in any way interfere with the operation of the Software and at the latest required manufacturer's level.

(c) The Customer should maintain a backup computer and recovery procedure for the Software and all data files for reconstruction if lost or altered. A copy of the full file backup should be kept off-site by the Customer. The Customer shall determine how frequently to do its backups; however, it is recommended that Customer perform back up on a daily basis.

(d) The Customer should follow routine operating procedures as specified in any associated computer hardware and equipment operating manuals.

(e) The Customer's manager of information systems or other designee shall be present at the Customer's Site at all times when Geac is performing any Software Support and shall be prepared to perform necessary tasks as required by Geac. Geac personnel shall not enter or remain at the Customer's Site unless a Customer employee or representative remains on-site.

(f) The Customer is responsible for the protection and safeguarding of its proprietary, confidential, and classified information.

(g) The Customer shall allow Geac to maintain system diagnostic computer software on the Designated System for the sole purpose of performing Software Support.

(h) The Customer shall provide and maintain a dial-up port and modem at the latest commercially available baud rate for use by Geac personnel while providing Software Support.

(i) The Customer shall provide Geac with thirty (30) days written notice prior to any relocation of the Designated System or migration of the Software or Third-Party Software to another

Terms And Conditions Modified By Attached Amendment

Geac approved computer platform. Customer acknowledges that such changes may result in increased expense for Geac to provide an equivalent level of Software Support and therefore Geac may adjust its Support Fee accordingly.

(j) All operators and managers of the Customer's Designated System using the Software should complete such training courses as may be requested by Geac from time to time. Only the Customer's personnel registered with Geac from time to time may have access to the Software Support Hotline; Geac reserves the right to limit the number of personnel registered.

(k) Customer shall permit Geac to correct malfunctions or errors and carry out modifications to the Geac Software for the purpose of maintaining the Geac Software at the level of Geac's then current published specifications.

(l) Customer shall be responsible for file maintenance.

(m) The Customer acknowledges that future releases of the Geac Software and/or Third-Party Software may require modifications by Geac to the Customized Geac Software (if applicable), at Geac's then current Professional Services rates, in order for same to remain compatible. The Customer is responsible for the cost to update any Customized Geac Software which is required in order to be compatible with new releases of the Geac Software and/or Third-Party Software.

(n) It is recommended that the Customer install new releases of Software promptly upon receipt from Geac or as instructed by Geac personnel. Should Customer not install new releases as received, Customer acknowledges that such action may hinder Geac's ability to correct errors as reported by Customer during normal Software Support procedures. In the event that Geac determines that said error has been corrected in current release(s), Customer acknowledges that Geac has no obligation to correct same.

13. Conditions of Software Support:

(a) Geac shall not be responsible for any errors, data corruption, operational scheduling conflicts or software failures caused by the misuse of the Software due to any negligence, error, malicious intent or misunderstanding by the Customer. In the event of any such errors, Geac shall use reasonable efforts to assist the Customer in correcting such errors at Customer's sole expense.

(b) Geac shall be under no obligation to provide or perform any Software Support if any such Software Support is required because of any improper use, damage, modification of or accident to the Software and/or any hardware or equipment used in connection with the Software, caused by anyone other than Geac; or where Customer is in default under any agreement with Geac. In the event that any services are required as a result of the causes stated above, such services may be provided by Geac, if requested by Customer, and are subject to Geac's then current published rates; charges for travel and expenses; and availability of Geac personnel.

(c) In the event that Geac, acting reasonably, elects to attend or, at Customer's request, attends at Customer's Site and Geac thereafter discovers that the problem does not qualify for Software Support; and the Customer does not authorize the repair, Customer will be responsible to pay Geac's time and travel costs incurred.

14. Professional Services: The Customer contracts with Geac to perform the Professional Services set out in Appendix "A", if applicable, or in any subsequent Professional Services Agreement in accordance with the terms and conditions of this Agreement.

15. Charges and Payments: The Customer shall pay to Geac the following:

(a) The License fee set out in Appendix "A";

(b) Customer agrees to purchase Geac Software Support for the Software for a minimum of a one (1) year term. The Customer shall pay Geac the annual Software Support fee set out in Appendix "A". Software Support Fee for each annual renewal of Software Support, if any, shall be payable in advance. Any other additional charges or expenses, either provided for in this Agreement or otherwise agreed to, will be invoiced to the Customer as incurred. Geac shall be entitled to increase the annual Software Support fee no more than once on the renewal of each Software Support period; Geac reserves the right to increase Software Support Fees or discontinue service on thirty (30) days notice where the Customer is operating Software which predates the two (2) most current releases.

(c) The Professional Services fee set out in Appendix "A";

(d) Geac's minimum deposit requirement must be submitted with this Agreement in order for Geac to accept the Agreement. All payments are due on the due date(s) set out in Appendix "A". Any payments not so addressed shall be due thirty (30) days after the date of invoice. Geac reserves the right to apply payments received against any outstanding debts. Customer shall pay all reasonable expenses and costs, including without limitation, all travel, mileage, accommodation, meals and other reasonable out-of-pocket expenses; and

(e) All prices shown in this Agreement are net of any applicable taxes. The Customer shall pay Geac all applicable taxes whatsoever.

16. Patent and Copyright Indemnity: Geac will defend the Customer against a claim, legal suit or administrative proceeding, that the Geac Software used as authorized under this Agreement infringes U.S. patent, copyright or other proprietary right. Geac will indemnify the Customer against all costs, damages and legal fees finally awarded, subject to the limitation of liability set forth in Section 18, provided that the Customer promptly notifies Geac in writing of the claim; Geac has sole control of the defense and of all related settlement negotiations; and the Customer provides all assistance in such defense as may be reasonably requested by Geac. If the costs and damages exceed the limitation of liability set forth in section 18, the Customer may elect to defend against the claim on the condition that Geac may fully participate in the defense and in any settlement negotiations. If the Geac Software becomes, or in Geac's opinion is likely to become, the subject of a claim of infringement, Geac shall, at its option and expense, either procure for the Customer the right to continue using the Geac Software; or replace or modify the Geac Software so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, the Customer agrees that Geac shall have the right to terminate the License and the Customer shall promptly return to Geac the original copy and all other copies of the Geac Software and Geac shall pay to the Customer an amount equal to a five year straight line depreciation based on the charge for the Geac Software. This Patent and Copyright Indemnity shall not apply to any claim based upon: the use of other than a current unaltered release of the Geac Software; the combination, operation or use of any Geac Software with other software or data; or the use of the Geac Software in other than the operating environment specified for it by Geac.

Terms And Conditions Modified By Attached Amendment

17. Warranties:

(a) Geac represents and warrants to Customer that Geac has full power and authority to enter into this Agreement and to grant the License as provided for herein.

(b) Geac warrants that for as long as Customer subscribes for Software Support from Geac, Geac will use all reasonable efforts to resolve programming errors in the Geac Software to make the Geac Software conform to Geac's then current published specifications for the Geac Software, provided that the Customer has met the other terms of the Agreement; the Geac Software is properly used by the Customer in accordance with the Documentation provided by Geac; the Customer notifies Geac in writing of the programming errors and the circumstances in which they occur in sufficient detail for Geac to isolate and duplicate such errors and Geac, using reasonable efforts, is able to confirm the existence of such programming errors. Geac will not be required to correct errors which are de minimus in nature. This Warranty does not apply to Geac Software if the Customer or any third party changes or modifies the Geac Software without authorization of Geac or if the Geac Software is not otherwise used in accordance with the terms of this Agreement.

(c) Geac warrants that the medium on which the Software is furnished will be free of defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery of the Software or for such other period as is required by statute or common law and, in this regard, Geac's sole responsibility shall be to provide replacement media containing the Software.

(d) In the case where the Designated System is not supplied by Geac, Geac makes no representations or warranties with regard to the performance or functioning of the Software thereon.

(e) The provision of the United Nations' Convention on the International Sale of Goods ("CSIG") shall not apply to the subject matter of this Agreement. THE EXPRESS WARRANTIES GRANTED UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

(f) Customer represents, warrants and covenants to Geac that Customer has full power and authority to enter into this Agreement and that this Agreement has been duly authorized, executed and delivered by Customer and constitutes a valid, binding and legally enforceable agreement of Customer.

18. Limitation of Liability:

(a) Geac and the Customer agree that for any breach or default by Geac in connection with this Agreement, even for a breach of condition or fundamental term or for a fundamental breach(es), the Customer's exclusive remedy shall be payment by Geac of the Customer's direct damages to a maximum amount equal to the amount of the applicable License fee, Software Support fee or Professional Services fee that has been paid by Customer to Geac hereunder for the applicable License, Software Support or Professional Service to which the breach or default relates. However, in no event shall Geac be liable for any damages resulting from errors in the Software.

(b) Geac shall not be liable in any manner to the Customer if the Third Party Software infringes any patent, copyright or other proprietary right. However, Geac agrees to assign or transfer to the Customer any indemnities for patent and copyright infringement that Geac has received from the owner of Third Party Software, to the extent Geac has the right to assign or transfer those indemnities to the Customer.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOST PROFITS, HOWEVER CAUSED, WHETHER CLAIMED UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES.

(d) This Section **Limitation of Liability** shall survive termination of this Agreement.

19. Audit: Upon reasonable notice, Customer shall permit Geac access to audit compliance with this Agreement during Customer's normal business hours. Should Customer be in breach, Geac reserves the right to either terminate the License or, at Geac's discretion, require Customer to pay two times the current License fee.

20. Confidentiality:

(a) Each party undertakes to keep the Confidential Information of the other strictly secret and confidential and shall only disclose such Confidential Information to its employees who are required to know same to perform their duties. Confidential Information does not include information which: (i) is available to the public other than by a breach of this Agreement; (ii) is rightly received from a third-party not in breach of any obligation of confidentiality; (iii) is independently developed by a party without access to Confidential Information of the other; (iv) is produced in compliance with applicable law or a court order, provided the other party is given notice and opportunity to intervene; or (vi) does not constitute a trade secret and five (5) years have elapsed since the termination of this Agreement.

(b) All Confidential Information shall remain the sole property of the disclosing party. Each party agrees to take the same degree of care to safeguard the Confidential Information as it takes to safeguard its own Confidential Information and such care shall not be any less than will be taken by a reasonable company to safeguard Confidential Information.

(c) The Customer shall notify Geac immediately if the Customer becomes aware of any unauthorized use of the Software (in whole or in part).

(d) Nothing in this Agreement shall limit in any way Geac's right to damages and/or Geac's right to obtain injunctive and other equitable relief, as may be deemed necessary or appropriate by a court of competent jurisdiction, against the Customer or any third party as a result of the Customer's breach of this section.

(e) This section **Confidentiality** shall survive termination of this Agreement.

21. Events of Default: The occurrence of any one or more of the following events shall constitute default under this Agreement ("Event of Default"):

Terms And Conditions Modified
By Attached Amendment

(a) If either party breaches any term, covenant or obligation contained in this Agreement or any other agreement between Customer and Geac or if any representation, warranty or covenant in any such agreement(s) proves to be false or misleading in any material respect; or

(b) If Customer becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the bankruptcy act or any comparable law in any jurisdiction, seeks relief under any law in any jurisdiction or otherwise commences or consents or acquiesces in any proceeding seeking any reorganization, arrangement, composition or readjustment under the applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights; or

(c) If Customer, directly or indirectly, sells substantially all of its business or more than 50% of its shares to a competitor of Geac or in the case of a publicly traded company, if control of the company is, directly or indirectly, transferred to a competitor of Geac.

22. Termination: If an Event of Default occurs that is capable of being remedied and has not been remedied within thirty (30) days after written notice of such breach has been delivered to the defaulting party by the notifying party, the notifying party may terminate this Agreement immediately upon the expiration of such remedial time period, or any time thereafter. If the Event of Default is one which cannot be remedied, the notifying party may terminate this Agreement immediately upon notice, or at any time thereafter. All such rights of termination shall be in addition to, and shall not exclude, any other rights and remedies that the notifying party may have. Upon termination of this Agreement the Customer shall promptly return the Software to Geac.

23. Notices: All notices and other communications required or permitted under this Agreement will be in writing and, except as otherwise provided in this Agreement, shall be delivered personally, sent by registered or certified mail, return receipt requested, sent by overnight courier or transmitted by facsimile to the address and to the person set out on the cover page of this Agreement, or to such other person or place as Geac or the Customer from time to time in writing direct. Any notice shall be deemed to have been received when delivered; received when transmitted by facsimile with confirmation of transmission; or, if mailed, shall be deemed to have been received as noted on the return receipt.

24. Further Assurances: Each of Geac and Customer shall, from time to time, execute and deliver such documents, instruments, filings, and do all acts and things as either party may reasonably require of the other party to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

25. Waiver: Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of enforcement of that term or any other term.

26. Assignment: This Agreement may not be assigned by the Customer and no license may be sub-licensed or transferred by the Customer without the prior written consent of Geac, which consent shall not be unreasonably withheld, provided that: (i) the assignee is not controlled by or affiliated with a competitor of Geac; (ii) the assignee is a successor to all or substantially all of the business of Customer and requires the continued use of the Software with the purchased business for the sake of continuity; and (iii) the assignee agrees in writing to be bound by the terms of this Agreement.

27. Severability: If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions, and the applications thereof, shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of Geac and the Customer.

28. Legal Costs: The prevailing party shall be entitled to recover its court costs, reasonable legal fees and other associated expenses incurred in any action or proceeding to enforce this Agreement.

29. Force Majeure: Neither party shall be liable to the other for any loss, injury, delay, damage or distress or other casualty suffered or incurred by such other party due to causes which are beyond the reasonable control of that party. Any failure or delay by such party in the performance of any of its obligations under this Agreement due to such causes shall not be considered a breach of this Agreement.

30. Governing Law, Venue: This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to rules or laws regarding conflict of law. The parties hereto submit to the exclusive jurisdiction of the courts within the State of Florida.

31. Entire Agreement: This Agreement, including Appendix "A" contains the entire agreement between Geac and the Customer, with respect to the subject matter herein, as of its date and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. This Agreement can only be modified by written agreement signed by authorized representatives of both Parties.

32. Benefit of this Agreement: This Agreement shall enure to the benefit of and be binding upon Geac and the Customer and their respective successors and permitted assigns.

Terms And Conditions Modified By Attached Amendment

THIS AGREEMENT IS NOT VALID UNTIL ACCEPTED BY GEAC COMPUTERS, INC

Accepted by Customer:

Ron Silva

Authorized Signature

Ron Silva, Mayor

Print or Type Name & Title

2-21-03

Date

Authorized Signature

Charles Cryan, Director of Fiscal Services

Print or Type Name & Title

2-17-03

Date

Roxanne Yemick

Authorized Signature

City Attorney

Print or Type Name & Title

2-18-03

Date

Accepted by Geac Computers, Inc.:

Molly Crews

Authorized Signature

Molly Crews, General Manager

Print or Type Name & Title

1/31/2003

Date

Terms And Conditions Modified By Attached Amendment

College Station, TX
102-S010406

APPENDIX A
Geac Software Support
(draft of combined Geac SW Classic software)

				Actual Support Fees:		
	"Software" shall mean:	#users - if applicaple	# of Modules	5 x 8	7 x 24 CAD related products *only*	Annual Support currently charged
	PRODUCTS					54,495
	EnRoute LAW ENFORCEMENT CAD	6	1		X	
	EnRoute FIRE/EMS CAD	4	1		X	
	EOC CAD POSITIONS	6	1		X	
	CAD MAPPING POSITIONS	10	1		X	
	EnRoute CAD OVERLAY FOR ENTERPRISE USERS	10	1		X	
	EnRoute LAW ENFORCEMENT RECORDS	NA	1	X		
	I-STATUS for FIRE /EMS & LAW ENFORCEMENT	NA	1		X	
	SOFTWARE INTERFACES					24,985
	E-911	NA	1		X	
	REDUNDANCY	NA	1		X	
	TLETS/TCIC/NCIC	NA	1		X	
	CAD TO MESSAGE SWITCH	NA	1		X	
	MESSAGE SWITCH SOFTWARE	NA	1		X	
	BASE MDT	NA	1		X	
	POLICE MDT OVERLAY	NA	1		X	
	FIRE MDT OVERLAY	NA	1		X	
	MOTOROLA SCA MOBILE DATA API	NA	1		X	
	CAD TO FIREHOUSE RMS	NA	1		X	
	CAD MAPPING INTERFACE	NA	1		X	
	ZETRON 25	2	2		X	
	THIRD PARTY PRODUCTS					14,932
	UNIDATA ENTERPRISE PRIMARY LICENSES	60	NA		X	
	UNIDATA ENTERPRISE BACK-UP LICENSES	35	NA		X	
	UNIDATA ENTERPRISE NETWORK FILE ACCESS	2	NA		X	
	UNIDATA wIntegrate	105	NA		X	
	Annual Escrow Beneficiary Fee					100
	ANNUAL TOTAL					**94,512**

1. Commencement Date shall be upon final execution of this Agreement.

2. "Designated System" shall mean the following hardware installed at the following site:
   (Please indicate the host system(s) and site address)

   Make: _____

   Model: _____ Serial Number: _____

   Address: 1101 Texas Avenue

   College Station, Texas 77840

AMENDMENT DOCUMENT

The Agreement for Systems & Services Number 102-S010406A between Geac Public Safety, a division of Geac Computers, Inc. ("Geac") and the City of College Station, ("Customer") 1101 Texas Avenue, College Station, Texas, 77840 shall be amended as follows:

1. In Section 1, the following definitions will be added:
   "Error" means any failure of the program to substantially conform in any material respect to published specifications.

   "Error Correction" means either a modification or addition that, when made or added to the program(s) brings the program(s) into material conformity with published specifications, or a procedure or routing that, when observed in the regular operation of the program, eliminates the practical adverse affect on Customer of such nonconformity.

   "Excessive Use of Support Services" means Geac support personnel are responding to questions which are clearly elementary and would be covered during normal Application Software training or where the use is defined in the user documentation.

2. Section 2c) will be deleted in its entirety and replaced with the following: ***"Any Professional Services other than development of Customized Geac Software, must be utilized within eighteen months of signing this Agreement, any related Customer Order Form; or any applicable Professional Services Agreement. No refunds or credits are issued for expired Professional Services."***

3. In Section 3(e), the following will be added to the end of the paragraph: ***". . . without the written consent of Geac."***

4. In Section 5(a), the following shall be deleted from the second to last sentence: ***". . . and Customer shall execute and deliver all such instruments and documents that Geac may deem necessary to further evidence and perfect any such conveyance and transfer."***

5. In Section 5(b) the first sentence shall be modified to read: ***"Geac will provide support of Contributions made by the City should Geac incorporate said Contribution(s) to its standard Software."***

6. In Section 9(a), the following shall be added as the last sentence: ***". . . Acceptance Criteria when defined in the Terms and Conditions of a Customer Order Form (COF) or Statement of Work will govern individual COF's under this Agreement."***

7. In Section 11(c), the first sentence shall be modified to read: ***". . . Geac may provide these Enhancements together with any documentation and current editions of user manuals to the Customer. . ."***

8. In Section 11(d), at the end of the 1st sentence the following shall be added: ***". . . in sufficient detail to enable Geac's Customers to correct the problem."***

9. In Section 11(d), the following is added to the end of the paragraph: ***"All employees of Customer who use the software support services of Geac should be properly trained in the use of said Software. The training can be conducted by the Customer or by Geac, but must be completed prior to any authorized employee using support services. If Geac support personnel are responding to questions which are clearly elementary and would be covered during normal Software application training or where the use is explained in the user documentation, then this is deemed by Geac as Excessive Use of support services."***

10. Section 11(e), shall be modified to read as follows: ***"Geac shall use commercially reasonable attempts to remedy any problem identified within the Third Party Software. Any Enhancements to the Third Party Software shall be made available to the City as soon as they are made available to Geac Customers in general and may result in additional retail charges to the Customer."***

11. In Section 12(a), the first sentence will be modified to read as follows: ***"The Customer shall provide Geac with reasonable access to and use of all Customer information and facilities necessary to provide the Software Support set out herein".***

12. In Section 12(b), the term ***"in any way"*** shall be replaced with ***"unreasonably"***.

13. In Section 12(c), the existing second sentence shall be deleted and replaced with the following: ***"If the Customer chooses not to keep a full backup, either on or off site, and there is a loss of information or data, Customer may request Geac to rebuild this data and information at Geac's then current Professional Services rates."***

14. In Section 12(e), the first sentence will be modified to read: ***". . . when Geac is performing any Software Support and shall be reasonably prepared to perform necessary tasks as reasonably required by Geac. . ."***

15. In Section 12(i), the last sentence shall be deleted in its entirety.

16. In Section 12(j), the first sentence shall be modified to read as follows: ***". . . training courses as may be reasonably requested by Geac. . . ."***

17. In Section 13(a), in the first sentence, the word ***"misunderstanding"*** shall be deleted.

18. In Section 13(a), in the last sentence the phrase ***"use reasonable efforts"*** will be change to ***"use commercially reasonable efforts".***

19. In Section 13(b), the end of the paragraph shall be modified to read as follows: ". . . charges for actual and ***reasonable travel and expenses . . ."***

20. In Section 13(c), the end of the last sentence shall be modified to read as follows: ***" . . . Customer will be responsible to pay Geac actual and reasonable time and travel costs incurred."***

21. In Section 13, the following shall be added as paragraph (d): ***"Geac shall not be responsible for correcting Errors in any version of the licensed programs other than the most recent release of the licensed programs, provided that Geac shall continue to support proper releases superceded by recent releases for a reasonable period sufficient to allow Customer to implement the newest release."***

22. In Section 15(b), the following shall be added as the last sentence: ***"Geac will agree not to increase Software Support Fees by more than 7% annually, on the same combination of products, for a period of three (3) years. The City should budget accordingly."***

23. In Section 15(d), the fourth sentence shall be modified to read as follows: ***"Geac reserves the right to apply payments to any outstanding undisputed debts."*** The following will be added as the fifth sentence: ***"Customer will use good faith in disputing debts."***

24. In Section 15 (d), the last sentence of the paragraph shall be modified to read as follows: ***" Customer shall pay actual and reasonable expenses, including . . ."*** Also the phrase ***" . . .and other reasonable out of pocket expenses. . ."*** shall be deleted.

25. In Section 15(e), the last sentence shall be deleted in its entirety and replaced with the following: ***"The Customer is tax exempt and shall provide its tax-exempt number."***

26. In Section 15, the following shall be added as Section 15(f): ***"Geac's policies for reimbursement of employee or contractor travel and living expenses shall be subject to Customer's review and approval, such approval not to be unreasonably withheld. Geac shall provide Customer with supporting documentation such as receipts for travel, hotels, and rental cars with regard to such reimbursable items upon Customer's request. Fees for services shall be limited to rate schedules provided to Customer in advance of providing the additional services. Geac agrees to use the same diligence in controlling reimbursable expenses as it uses in its own business for expenses incurred by Geac."***

27. In Section 16, the first sentence shall be modified to read as follows: ***"Geac will indemnify, defend and hold harmless the Customer against a claim, legal suit or administrative proceeding, liability or judgment that the Geac Software. . ."***.

28. In Section 16, in the second sentence the following phrase will be deleted: ***". . . subject to the limitation of liability set forth in Section 18"*** and the end of the sentence will be modified to read as follows: ***" . . . ; and the Customer provides all reasonable assistance in such defense as may be reasonably requested by Geac."***

29. In Section 16 the third sentence beginning with ***". . . If the costs and damages exceed the limitation of liability set for in Section 18, . . . "*** shall be deleted in its entirety.

30. In Section 16, the second to last sentence will be modified to read as follows: ***". . . and all other copies of the Geac Software after Geac pays to the customer. . . "***

31. In Section 17(b), the following phrase will be modified to read as follows: ***". . . and duplicate such errors and Geac, using commercially reasonable efforts is able to confirm . . . "***

32. In Section 17(c), the end of the last sentence shall be modified to read as follows: ***". . . shall be to promptly provide replacement media containing the Software at its cost."***

33. Section 17(f) shall be shall be modified to read as follows: ***"Customer represents to Geac that Customer has full power and authority to enter into this Agreement and that this Agreement has been duly authorized, executed and delivered by Customer. Customer intends that this Agreement shall be legally binding and enforceable."***

34. In Section 17, the following shall be added as paragraph (g): ***"Geac warrants that it shall provide the work and services under this Agreement in accordance with computer industry standards and practices applicable to its work and the error correction for Licensed Software, training and advice to Customer during the performance of the services under this contract in accordance with said standard."***

35. In Section 17, the following shall be added as paragraph (h): ***"Provided Customer delivers accurate and complete information required by Geac to provide Customer with an informed assessment of Customer's needs then Geac shall provide all the Software, applications and interfaces required to substantially comply with the mutually agreed to Statement of Work."***

36. Section 18(a) shall be modified to read as follows: ***"Except as provided in Section 16 of this Agreement Geac and the Customer agree that for any breach or default by Geac in connection with this Agreement, even for a breach of condition or fundamental term or for a fundamental breach(es), the Customer's exclusive remedy shall be payment by Geac of the Customer's direct damages to a maximum amount equal to the amount of the applicable License fee, Software Support fee or Professional Services fee that has been paid by Customer to Geac hereunder for the applicable License, Software Support or Professional Service to which the breach or default relates."***

37. In Section 18(b), the following will be added as the last sentence: ***"Geac represents, warrants and covenants that it has no actual knowledge that any Third Party Software it has provided to Customer infringes on a U.S. Patent or Copyright."***

38. Section 19, shall be modified to read as follows: ***"No more than once in a two (2) year period and upon 30-days prior written notice at a time mutually agreeable to Geac and Customer, Customer shall permit Geac reasonable access to audit compliance with this Agreement during Customer's normal business hours provided that Geac does not unduly interfere with Customer's business operations. Should Customer be in breach, Geac will notify Customer of said breach; Customer shall have thirty (30) days to cure said breach."***

39. In Section 20(d), the beginning of the sentence shall be modified to read as follows: ***"Nothing in this Agreement shall limit in any way Geac's right to injunctive relief, as may be deemed necessary in . . ."***

40. In Section 21(b), the first sentence shall be modified to read as follows: ***"Should either Customer or Geac become insolvent, . . . "***

41. Section 21c) shall be deleted in its entirety.

42. In Section 22, in the second sentence, the word ***"which"*** shall be changed to ***"that"***.

43. In Section 22, the last sentence shall be modified to read as follows: ***"Upon termination for breach of Section 20 of this Agreement, the Customer shall promptly return the Software to Geac."***

44. In Section 23, the following will be added: ***"All legal notices required by this Agreement shall not be transmitted by facsimile and must be addressed as follows:***

    City of College Station
    ATTENTION: Legal Department
    1101 Texas Avenue
    College Station, TX 77842

45. Section 24 will be deleted in its entirety.

46. Section 28 will be deleted in its entirety.

47. In Section 30, the governing law and venue shall be changed to the State of ***Texas***.

48. The following shall be added as Section 33: ***"Geac shall add the Customer to the Master Escrow Account currently established with a third party, as a beneficiary, for Software licensed by Customer. All costs related to establishing a source code escrow deposit naming Customer as beneficiary shall be paid by the Customer."***

Except as modified expressly herein, all provisions of the above referenced Agreement(s) shall remain in full force and effect.

Accepted by Customer:

Authorized Signature

Ron Silvia, Mayor
Print Name/Title

2-21-03
Date

Authorized Signature

Charles Cryan, Director of Fiscal Services
Print or Type Name & Title

2-17-03
Date

Authorized Signature

City Attorney
Print or Type Name & Title

2-18-03
Date

Accepted by Geac:

Authorized Signature

Molly Crews, General Manager
Print Name/Title

1/31/2003
Date