

**SUNGARD® PUBLIC SECTOR  
HTE**

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT  
BY AND BETWEEN SUNGARD HTE INC. AND VILLAGE OF LOMBARD, IL  
SCHEDULE A-PRICING AND PAYMENT SCHEDULE  
CONTRACT NO. LOMB-070734**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement (Agreement) dated March 31, 1995, between SunGard HTE Inc. (HTE) and Village of Lombard, IL (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	No. Days of Training	Training Fees	Installation Fees	Annual Support
Human Resources - HR	\$ 12,500.00	5	\$ 6,000.00		\$ 2,500.00
QRep Catalogs (HR) - CJ	Included in HR				300.00
Click2Gov Core Module - K1	6,385.00			\$ 3,000.00	1,280.00
Click2Gov CIS Module - K2	11,555.00			1,800.00	2,320.00
OnePoint C2G Credit Card Payment Activation for CX - K4				1,900.00	-
Click2Gov ESS (Employee Self Service) - K1	9,180.00			1,800.00	1,835.00
Click2Gov Applicants - KA	9,180.00			1,800.00	1,835.00
Click2Gov CSS (Citizen Survey System) - KG	3,980.00			1,800.00	795.00
QRep Catalogs (K1) - CJ	800.00				300.00
DC-Verisign Global Digital Certificate	1,200.00				
<b>Sub-Totals</b>	<b>\$ 54,780.00</b>	<b>5</b>	<b>\$ 6,000.00</b>	<b>\$ 12,100.00</b>	<b>\$ 11,165.00</b>
<b>Discount</b>	<b>(6,758.00)</b>				
<b>SunGard HTE Licensed Program Totals</b>	<b>\$ 48,022.00</b>	<b>5</b>	<b>\$ 6,000.00</b>	<b>\$ 12,100.00</b>	<b>\$ 11,165.00</b>

Third Party Applications	License Fees	No. Days of Training	Training Fees	Annual Support
Looking Glass Web (20 users) - LW	\$ 15,000.00	3	\$ 3,600.00	\$ 3,150.00
Looking Glass Address - LC	9,000.00	3	3,600.00	1,890.00
Qrep Administrator for HR - CG	No Charge			300.00
<b>Third Party Applications Total</b>	<b>\$ 24,000.00</b>	<b>6</b>	<b>\$ 7,200.00</b>	<b>\$ 5,340.00</b>

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
License Fees	\$ 48,022.00	\$ 48,022.00		
Training Fees	6,000.00		\$ 6,000.00	
Installation Fees	12,100.00		12,100.00	
Project Management	1,200.00	1,200.00		
Annual Support	11,165.00			11,165.00
Third Party License Fees	24,000.00	24,000.00		
Third Party Training Fees	7,200.00		7,200.00	
Third Party Annual Support	5,340.00			5,340.00
<b>Grand Total</b>	<b>\$ 115,027.00</b>	<b>\$ 73,222.00</b>	<b>\$ 25,300.00</b>	<b>\$ 16,505.00</b>

**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.**



**\*Payments:**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

License Fees:	Upon execution of this Supplement.
Training Fees:	On invoice, as incurred.
Installation Fees:	On invoice; upon completion.
Project Management Fees:	Upon execution of this Supplement
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.
Third Party License Fees:	Upon execution of this Supplement.
Third Party Training Fees:	On invoice, as incurred.
Third Party 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 HTE Corporate Travel and Expense Reimbursement Policy.

**HTE Support Services**

The initial term of HTE support services shall commence one hundred twenty (120) days after the Delivery Date 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. "Delivery Date" shall mean the date HTE delivers, F.O.B. HTE's offices, the Licensed Program(s) to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

**Third Party Support Services**

The initial term of Third Party application support services shall commence one hundred twenty (120) days after the Delivery Date of the Third Party application(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.

**Click2Gov Conditions**

Customer agrees to meet the requirements of the HTE Click2Gov Hardware/Software recommendations attached. Click2Gov Licensed Programs do not include source code and are not applicable for Modification Retrofit. VeriSign 128 Bit Digital Certificate requires annual renewal with VeriSign, Inc.

**Testing and Acceptance**

There is no Testing and Acceptance period on the Licensed Program(s) herein.

**Warranty**

The Warranty as defined in the Agreement shall be for a period of one hundred twenty (120) days following Delivery Date.

**Application Training**

Listed above are the numbers of days of training for the Licensed Program(s) listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

**Project Management**

Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the HTE Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

**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. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will endeavor 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.



**Third Party Software and Hardware**

Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by HTE for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. HTE does not make any warranties nor provide any source code for any non-HTE products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

**Source Code Escrow**

Unless otherwise provided herein, the Licensed Program(s) 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 Program(s) from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

**Limitation of Liability Additional Provision**

In addition to the provisions of Section XI of the Agreement, the following shall be added: In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

HTE's liability for damages to the Customer for any cause whatsoever under this Supplement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Supplement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

**Publication**

HTE reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on HTE's complete customer listing that is made available to other HTE customers and potential customers.

**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 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 Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE.

**Dispute Resolution**

Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Supplement.

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, 2007.

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.

VILLAGE OF LOMBARD, IL

SUNGARD HTE INC.

  
Authorized Signature

  
Authorized Signature

WILLIAM J. MUELLER PRESIDENT  
Print Name & Title

RONALD E. GOODROW  
Executive Vice President  
Print Name & Title

JUNE 21, 2007  
Date

June 8, 2007  
Date



Public Sector Solutions • HTE • [www.sungard.com/hte](http://www.sungard.com/hte) • 800.727.8088 toll free • 407.304.3235 tel

VIA OVERNIGHT MAIL

June 8, 2007

Larry McGhinnis  
City of Lombard  
255 E. Wilson  
Lombard, IL 60148

Dear Mr. McGhinnis:

Enclosed are 2 SunGard HTE Supplement Agreements which have been executed by an authorized SunGard HTE representative.

Upon your approval, please fill in the Designated Machine information on page 1 of each Supplement, have them executed, return one to my attention and retain one for your files.

If you have any questions, please call me at 407-304-3463 or your SunGard HTE Account Executive, Michelle Sparrow at 407-304-3051.

Sincerely,

Gary Jeffers  
Sr. Contracts Specialist

Enclosures