

Quote Prepared By:

Josh Bisienere
1000 Business Center Dr
Lake Mary, FL 32746
Phone: 407-304-3125 Fax:
Email: joshua.bisienere@sungardps.com

Quote Prepared For:

Mandy Cline
City of Killeen
101 North College Street
Killeen, TX 76540
(254) 501-7707

Quote	Date	Valid Until
Q-00018798	03/25/2016	06/23/2016

License Fees

Interface

Product Code	Product Name	Quantity	Ext Price	Maintenance
TC-EXECUTIME	NaviLine Time & Attendance Interface-ExecuTime	1	3,375.00	540.00
Totals:			3,375.00	\$540.00

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	1	31,500.00	8,250.00
EXEC-ADV-SCH-MBL-ACC	ExecuTime Advanced Scheduling Mobile Access	1	7,350.00	1,925.00
EXEC-IVR-INT	ExecuTime IVR Interface	1	4,500.00	900.00
EXEC-MOBL-ACC	ExecuTime Time & Attendance Mobile Access	1	4,195.00	879.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	1	34,000.00	11,000.00
Totals:			\$81,545.00	\$22,954.00

Professional Services

Interface

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
TC-EXECUTIME	NaviLine Time & Attendance Interface-ExecuTime	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
Totals:			-	-	-	-	-	\$1,600.00	\$1,600.00

Third Party

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	Ext Price:	640.00	-	-	-	-	-	640.00
EXEC-IMP	ExecuTime Implementation Services	Ext Price:	-	-	-	71,000.00	-	-	71,000.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	Ext Price:	640.00	-	-	-	-	-	640.00
Totals:			\$1,280.00	-	-	\$71,000.00	-	-	\$72,280.00

Product & Services

License Fees: \$3,375.00

Professional Services:	\$2,880.00
Third Party License Fees:	\$81,545.00
Third Party Professional Services:	\$71,000.00
Subtotal:	\$158,800.00

Discounts

Professional Services Discount:	\$1,280.00
--	------------

Product & Services Totals

Net License Fees:	\$3,375.00
Net Professional Services:	\$1,600.00
Net Third Party License Fees:	\$81,545.00
Net Third Party Professional Services:	\$71,000.00
Total:	\$157,520.00
Maintenance:	\$540.00
Third Party Maintenance:	\$22,954.00

Product Notes

EXEC-ADV-SCH: Project management is performed by SunGard Public Sector.

EXEC-IMP: ExecuTime implementation services are performed by ExecuTime.

EXEC-TIM-ATT: Project management is performed by SunGard Public Sector. Time clocks are available and can be purchased directly through ExecuTime.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Special Payment Terms by Product:

EXEC-ADV-SCH: ExecuTime Advanced Scheduling System (EXEC-ADV-SCH) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-ADV-SCH-MBL-ACC: ExecuTime Advanced Scheduling Mobile Access (EXEC-ADV-SCH-MBL-ACC) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-IVR-INT: ExecuTime IVR Interface (EXEC-IVR-INT) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-MOBL-ACC: ExecuTime Time & Attendance Mobile Access (EXEC-MOBL-ACC) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-TIM-ATT: ExecuTime Time & Attendance (EXEC-TIM-ATT) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Killeen

Authorized Signature: _____ **Date:** _____ **Printed Name:** _____