

Quote Prepared By:

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Quote Prepared For:

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Quote	Date	Valid Until
Q-00017587	02/18/2016	04/13/2016

Professional Services

eGovernment

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
C2G3-UPGR	NaviLine Click2Gov1 to NaviLine Click2Gov3 Upgrade	640.00	1,400.00	-	-	-	-	2,040.00
KT	SunGard Transaction Manager	640.00	2,800.00	-	-	-	-	3,440.00
		\$1,280.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,480.00

Services

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
CSS	Cascade Style Sheets Configuration	-	700.00	-	-	-	-	700.00
WDM	Data Wallet Migration	-	2,800.00	-	-	-	-	2,800.00
		\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00

Third Party Annual Subscription Discount: \$0.00

SunGard Public Sector Products & Services

Professional Services: \$8,980.00

Quote Total: \$8,980.00

Product Notes

CSS: \$700 installation fee for the first four hours. \$175 per hour installation fee after the first four hours.

KT: Special Terms Relating to the SunGard Transaction Manager: In addition to any SunGard Transaction Manager configuration and/or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the SunGard Transaction Manager. Upon the conclusion of each month following installation of the SunGard Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:

i. Eight point five cents (\$0.085) for each transaction processed by the SunGard Transaction Manager during the prior month;

or

ii. Five point five cents (\$0.055) for each transaction processed by the SunGard Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;

or

iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the SunGard Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to each Customer who utilizes the SunGard Transaction Manager services.

For the purpose of the SunGard Transaction Manager, the term "transaction" means a transaction that is submitted to the SunGard Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate usage of the SunGard Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The SunGard Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The SunGard Transaction Manager solution is available 24 hours/7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the SunGard Transaction Manager, Customer's license to use the OnePoint Payment Engine-KL (if applicable) shall terminate.

Rights of Cancellation - Subscription/Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, SunGard Public Sector reserves the right to cancel any subscription/transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription/transaction based service(s) for convenience by providing ninety (90) days prior written notice to SunGard Public Sector of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription/transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of SunGard Public Sector's then-current reconnect fee plus any subscription/transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

WDM: \$2800 installation fee since service is performed after hours/weekend.

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.

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.

Authorized Signature: _____

Date: _____

Printed Name: _____

Confidential

Public Sector

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