Non-Code Ordinance

City of Wasilla
Ordinance Serial No. 16-28

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2017 Budget By Appropriating $6,000 From The Capital Projects Fund For iCompass Meeting Manager Pro Software To Support The Clerk's Office, And Redirecting $35,000 Of Appropriated CIP Funding From Records Retention Software To Analytics Now Software To Support The Finance Department.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To appropriate funding of $6,000 within the General Fund, Fund Balance to the Clerks Department for the acquisition and annual maintenance of iCompass Meeting Manager Pro software; and to redirect $35,000 of appropriated CIP Funding from records retention software to SunGard Analytics Now software in support of necessary reporting tools for Finance and other departments.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

Computer Software Maintenance	001-4110-411.40-31	$ 6,000
Transfer/Capital Projects Fund	110-4990-499.99.01	$ 6,000
Software Acquisition	110-4181-499-45-11	$35,000

Section 4. Source of Funds. The funds are available to be appropriated from the following:

Transfer/Capital Projects Fund	001-0000-391.10-11	$ 6,000
Software Acquisition	110-4181-499-45-11	$41,000

Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on September 26, 2016.

BERT L. COTTLE, Mayor

ATTEST:

JAMIE NEWMAN, MMC, City Clerk

[SEAL]

CITY COUNCIL LEGISLATION STAFF REPORT

Ordinance Serial No. 16-28: An ordinance of the Wasilla City Council amending the fiscal year 2017 budget by appropriating $6,000 from the Capital Projects Fund for ICompass Meeting Manager Pro software to support the Clerk's Office, and redirecting $35,000 of appropriated CIP funding from records retention software to Analytics Now Software to support the Finance Department.

Originator: Troy Tankersley, Finance Director
Date: 08/30/2016   Agenda of: 9/12/2016

Route to:	Department Head	Signature	Date
X	Finance Director		8-30-16
X	Deputy Administrator		8/30/16
X	City Clerk		8/30/16

Reviewed by Mayor Bert L. Cottle: _____ 09/06/2016

Fiscal Impact: ☒ yes or ☐ no   **Funds Available**: ☒ yes or ☐ no

Account name/number:

Computer Software Maintenance	001-4110-411.40-31	$ 6,000
Transfer/Capital Projects Fund	110-4990-499.99.01	$ 6,000
Software Acquisition	110-4181-499-45-11	$35,000

Attachments: Ordinance Serial No. 16-28 (2 pages)
iCompass Services Agreement (3 pages)
SunGard Public Sector, Analytics Now Quote (4 pages)

Summary Statement:
Through adoption of the Fiscal Year 2017 Budget, Council appropriated $50,000 within the Capital Projects Fund for Records and Information Management Software. Subsequent to the adopted budget, it is known now that the iCompass Meeting Manager Pro software, a cloud type service, will achieve the necessary requirements for the Clerk's Office. Therefore, it is now being proposed to transfer back to the General Fund, $6,000 for the first year maintenance agreement and to amend the adopted budget for records management software to acquire necessary software for the Finance Department called Analytics Now, which IBM will no longer support.

iCompass Meeting Manager Pro software will replace our current software, Sire. As previously reported to the Council, Sire is no longer a viable solution for the City, as the company no longer develops the software currently used by the Clerk's Office. In addition to the meeting management module, iCompass offers a records management component, which will manage electronic and paper records, automate the creation of retention schedules and destruction dates.

The end goal is to add a records management solution; however, we will continue to explore options and compare solutions. We are implementing the project in phases, and the first phase is to secure the meeting management component to replace our existing system.

The Finance Department, Public Works Department and Human Resources currently use Impromptu Cognos Software to facilitate additional reporting enhancements. IBM is no longer supporting this software and at the request of SunGard, is recommending transition to software known as Analytics Now. Finance is currently a heavy user of the Cognos software producing information provided in many reports to Council, management and public. The annual maintenance to this software is $3,280 whereas IBM Cognos had annual maintenance of $4,572. Additionally, Cognos was priced at on a per user charge, whereas Analytics Now will be available to all users that currently have access to SunGard Naviline Software.

Staff Recommendation: Introduce and set for public hearing Ordinance Serial No. 16-28.

iCompass Services Agreement

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of the September 1, 2016 (the "**Effective Date**"), between **iCompass Technologies Inc.**, ("iCompass") and City of Wasilla, with an address at 290 E. Herning Ave., Wasilla, AK 99654 (the "**Customer**").

1.0 Services.

  1.1 Provision of Services. Customer's and Customer's end-users ("End Users") may access and use the services described in Section 9.0 of this Agreement and any other services that may be ordered by the Customer from time to time pursuant to a valid subscription (the "Services") in accordance with the terms of this Agreement.

  1.2 Facilities and Data Processing. iCompass will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer in connection with the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.

  1.3 Modifications to the Services. iCompass may update the Services from time to time. If iCompass updates the Services in a manner that materially improves functionality, iCompass will inform the Customer.

2.0 Customer Obligations.

  2.1 Customer Administration of the Services. Customer may specify End Users as "Administrators". Administrators have the ability to monitor, restrict, or terminate access to Services. iCompass' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.

  2.2 Compliance. Customer is responsible and liable for use of the Services by its End Users and all consequences of such use (including any and all consequences and liabilities resulting from End Users making Customer Data publicly accessible through the Services). Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow iCompass to provide the Services. Customer will comply with laws and regulations applicable to Customer's use of Services, if any.

  2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. Customer will promptly notify iCompass of any unauthorized use of or access to the Services.

  2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.

  2.5 Third Party Requests.

    2.5.1 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

    2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact iCompass only if it cannot obtain such information despite diligent efforts.

    2.5.3 iCompass will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of iCompass, receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then iCompass may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

  3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) iCompass any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of iCompass, iCompass trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.

  3.2 Suggestions. iCompass may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sublicense, any feedback, comments, or suggestions Customer or End Users send iCompass or post in iCompass' online forums without any obligation to Customer.

  3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of iCompass, or except as required by law, any Confidential Information of iCompass, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of iCompass.

iCompass Technologies Inc.
www.icompasstech.com
Toll Free: 1-800-260-7409

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Suite 300-150 Victoria St
Kamloops, BC V2C 1Z7

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801 2nd Ave, Ste 800, PMB 8039
Seattle, WA, 98104

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iCompass

4.0 Fees & Payment.

    4.1 Fees.

        4.1.1   Customer will pay iCompass for all applicable fees upfront annually.

        4.1.2   Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

        4.1.3   Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.

        4.1.4   iCompass reserves the right to increase annual fees, as listed, on an annual basis. Increases will be the larger of the 12-Month Consumer Price Index (not seasonally adjusted), as published by the United States Department of Labor, or five (5) percent.

    4.2 Taxes. Customer is responsible for all taxes. iCompass will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide iCompass with an official tax receipt or other appropriate documentation.

    4.3 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

    5.1 Term. The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term.

    5.2 Termination for Breach. If, for any reason during the first 6 months after purchase, the Customer is dissatisfied with the Services or the implementation or other professional services provided by iCompass, all funds paid under this Agreement will be refunded and future commitments waived. Following the first 6 months, either party may terminate this Agreement, at its option, with 45 days' written notice.

    5.3 Effects of Termination. If this Agreement terminates: (i) the rights granted by iCompass to Customer will cease immediately (except as set forth in this section); (ii) iCompass may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, iCompass may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.3 (Effects of Termination), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

    6.1 By Customer. Customer will indemnify, defend, and hold harmless iCompass from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against iCompass regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

    6.2 By iCompass. iCompass will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that iCompass' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will iCompass have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by iCompass and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

    6.3 Possible Infringement. If iCompass believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then iCompass may (i) obtain the right for Customer, at iCompass' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If iCompass does not believe the options described in this section are reasonable then iCompass may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

    6.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are iCompass' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

    7.1 Exclusion of Warranties. Except as explicitly set forth in this Agreement, iCompass makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. iCompass does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services.

iCompass Technologies Inc.
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Toll Free: 1-800-260-7409

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Kamloops, BC V2C 1Z7

U.S. Office:
801 2nd Ave, Ste 800, PMB 8039
Seattle, WA, 98104

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    7.2   **Limitation on Indirect Liability.** To the fullest extent permitted by law, except for iCompass and Customer's indemnification obligations hereunder, neither Customer nor iCompass and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

    7.3   **Limitation on Amount of Liability.** To the fullest extent permitted by law, iCompass' aggregate liability under this Agreement will not exceed the amount paid by Customer to iCompass hereunder during the twelve months prior to the event giving rise to liability.

8.0 Miscellaneous.

    8.1   **Terms Modification.** iCompass may wish to revise this Agreement from time to time. If a revision, in iCompass' sole discretion, is material, iCompass will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 45 days of receiving notice of the change.

    8.2   **Entire Agreement.** The Agreement including the invoice and order form provided by iCompass, constitutes the entire agreement between Customer and iCompass with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.

    8.3   **Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Alaska.

    8.4   **Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

    8.5   **Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.

    8.6   **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of iCompass. iCompass may not assign this Agreement without providing notice to Customer, except iCompass my assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

    8.7   **Force Majeure.** Except for payment obligations, neither iCompass nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

9.0 Services.

    9.1   iCompass shall provide the following Services to the Customer for the Fees indicated:

Service	Annual Fee
Meeting Manager Pro	$6,000.00

    9.2   **Storage.** Unlimited meeting related content and up to 5GB of storage for non-meeting related content is included in the fees set out in this Agreement. Additional storage can be purchased as required.

IN WITNESS WHEREOF iCompass and the Customer have executed this Agreement as of the Effective Date.

City of Wasilla by its authorized signatory:	iCompass Technologies Inc. by its authorized signatory:
_____	_____
Name: Jamie Newman Title: City Clerk Date:	Name: Scott Neufeld Title: Director of Demand Generation Date:
Billing Contact: Jamie Newman Billing's Email: jnewman@ci.wasilla.ak.us	Account Executive: Scott Neufeld Account Executive's Email: sneufeld@icompasstech.com

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SUNGARD
PUBLIC SECTOR

Add-On Quote

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:

Wasilla, AK

Quote	Date	Valid Until
Q-00021310	07/08/2016	10/06/2016

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
ANLC-NOW	Analytics NOW	1.00	14,260.00	3,280.00
		Totals:	**$14,260.00**	**$3,280.00**

Professional Services

Services

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
ANLC-NOW-SPS	Analytics NOW SunGard Public Sector Services	Ext Price:	1,280.00	-	-	-	-	-	-	1,280.00
		Totals:	**$1,280.00**	-	-	-	-	-	-	**$1,280.00**

Third Party

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
ANLC-NOW-S	Analytics NOW Services	Ext Price:	-	2,800.00	-	9,000.00	-	-	-	11,800.00
ANLC-WKSP	Analytics NOW Workshop	Ext Price:	-	-	-	7,000.00	-	-	-	7,000.00
		Totals:	-	**$2,800.00**	-	**$16,000.00**	-	-	-	**$18,800.00**

Product & Services

Professional Services:	$1,280.00
Third Party License Fees:	$14,260.00
Third Party Professional Services:	$18,800.00
Subtotal:	$34,340.00
Total:	$34,340.00
Third Party Maintenance:	$3,280.00

Product Notes

ANLC-NOW: An enterprise license coupled with metadata links developed specifically for the NaviLine suite of applications. An unlimited number of users can develop or use reports, or utilize dashboards. Project management performed by SunGard Public Sector.
Package includes:

(1) Administrator License - Ensures full integration with Active Directory, allows for easy administration of the reporting environment.

Report Studio - Allows advanced users to create more complex dashboards and reports using the same easy-to-use drag-and-drop interface along with powerful data transformation tools.

(1) Framework Manager - Enables advanced users to integrate non-SunGard data sources to provide reporting across your entire organization.

(1) Workspace Advanced - Allows end-users of all capabilities to easily create dashboards and reports through a drag-and-drop interface and human-readable metadata dictionary. A natural language metadata model integrated with NaviLine. And standard reports and dashboards.

ANLC-NOW-S: Installation delivered remotely or on-site. Training delivered on-site. All services are performed by LPA,

Installation services include 8 hours for the following:
-Creating a single sever Cognos Production environment on a Windows based server provided by, installed and configured by the customer
-Installing BI Analytics software
-Performing initial configuration
-Connecting to the NaviLine data.

Training includes 40 on-site hours as follows:
- 8 Hours Administrator Training
- 8 Hours for users utilizing reports others have written
- 8 Hours for users who write non-complex reports
-16 Hours for users who write complex reports
ANLC-NOW-SPS: Project Management performed by SunGard Public Sector.

ANLC-WKSP: Workshop services are performed by LPA, 40 hours includes skills to convert QRep reports, fundamentals, and Framework Manager development techniques.

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.

Wasilla, AK

Authorized Signature: _____

Date: _____

Printed Name: _____

SunGard Public Sector