

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SUNGARD PUBLIC SECTOR

This Agreement is entered into this 1st day of July, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "Customer" or "County," and SunGard Public Sector, LLC hereinafter called "SunGard" or "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Application Service Provider (ASP) services for ONESolution Financial and Administrative Solution.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – Service Levels

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Twenty-Three Thousand Six Hundred Sixty-Four Dollars and Ninety Cents (\$623,664.90) for the initial three year term of this Agreement. As detailed in Section 4 of this Agreement, should the County choose to exercise the contract extension option for a fourth and fifth year for an additional Four Hundred Forty-Three Thousand Two Hundred Eighty-One Dollars and Five Cents (\$443,281.05), then the County's total fiscal obligation under the extended five-year agreement shall not exceed One Million Sixty-Six Thousand Nine Hundred Forty-Five Dollars and Ninety-Five Cents (\$1,066,945.95) as presented in Exhibit B. The parties understand and acknowledge that exercising this option for a fourth and fifth year will require the approval of the Board of Supervisors. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from July 1, 2016 through June 30, 2019, with an option exercisable at the County's sole discretion to extend the expiration Agreement for two additional one-year terms from July 1, 2019 through June 30, 2021.

Termination - This Agreement may be terminated by Contractor or by the County Controller or his/her designee at any time without a requirement of good cause upon three (3) months advance written notice to the other party. Customer shall be responsible to pay for any services delivered by SunGard Public Sector prior to the notice. .

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, and employees from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, or employees. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In no event shall Contractor be liable to County for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise and

whether or not Contractor has been advised of the possibility of such damage. In no event shall Contractor be liable to County for other damages arising under this Agreement unless (1) such damages result from intentional misconduct or gross negligence on the part of Contractor's officers or employees and/or (2) such damages arise from violations by the Contractor of statutes or other laws (e.g., HIPAA).

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (A) obtain for County the right to continue using the system at issue under the terms of this Agreement; (B) replace the system at issue with products that are substantially equivalent in function, or modify the system at issue so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the system at issue(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) must not arise from modifications or (with the express exception of the other system at issues and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer

or others; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. However, the following will not be considered "assignment" for purposes of this Agreement: Contractor's assignment of this Agreement or of any of Contractor's rights under this Agreement to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, and employees shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, and employees shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 10, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employee records with respect to compliance with this paragraph and/or to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor

certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Force Majeure.

Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Shirley Tourel, Assistant Controller
Address: 555 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4777
Facsimile: 650-363-7888
Email: stourel@smcgov.org

In the case of Contractor, to:

Name/Title: SunGard Public Sector
Address: 1000 Business Center Drive, Lake Mary, FL 32746
Telephone: 800-727-8088

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

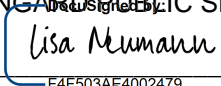
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SUNGARD PUBLIC SECTOR



Contractor's Signature

Date: 5/23/2016

Lisa Neumann, Controller
Name, Title

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor will become the Application Service Provider (ASP) for the County's ONESolution application. ASP services will include the hardware and software necessary to support ONESolution, upgrades and replacements as necessary, third party product licenses and maintenance, system and database administration services, and disaster recovery.

1. **Definitions.** When used in this Exhibit "A" the following terms shall mean:

- a. **"PT"** shall mean Pacific Standard Time and, when applicable, Pacific Daylight Time.
- b. **"System"** means the combination of computer hardware, operating systems, third party software, and network infrastructure located at SunGard for use by Customer. "System" does not include data communication lines, Customer-located infrastructure, or application software (including Software).
- c. **"Service Level Hours of Operation"** or "SLHO" shall mean 5 a.m. - 5 p.m. (PT), Monday through Friday, with the exception of SunGard holidays.
- d. **"SunGard Holidays"** means
 - New Year's Day 1 day (Jan. 1, if falling on a weekend will be following business day)
 - President's Day 1 day (official public holiday)
 - Memorial Day 1 day (official public holiday)
 - Independence Day 1 day (July 4 or official public holiday)
 - Labor Day 1 day (official public holiday)
 - Veterans Day 1 day (official public holiday)
 - Thanksgiving 2 days (official public holiday & following day)
 - Christmas 1 day (Dec. 25, if falling on a weekend will be following business day)
- e. **"System Uptime"** means time the System is available for use by Customer during Service Level Hours of Operation, excluding (a) Scheduled Downtime, (b) failure of the VPN or leased data communication line connection(s), or (c) as a result of a cause beyond Contractor's control as further defined in Section 15 (Force Majeure) of the Agreement.
- f. **"System Downtime"** means time the System is unavailable for use by Customer during Service Level Hours of Operation, excluding (a) Scheduled Downtime (b) failure of the VPN or leased data communication line connection(s), or (c) as a result of a cause beyond Contractor's control as further defined in Section 15 (Force Majeure) of the Agreement.
- g. **"Scheduled Downtime"** means time the System is unavailable by prearranged mutual agreement between the parties for back-up/restore, system maintenance, hardware upgrades, 3rd party product upgrades, Software upgrades, etc. Under normal circumstances, Scheduled Downtime will occur during hours other than Service Level Hours of Operation and with at least 24-hours advance notification.
- h. **"Production Account"** means a single and unique combination of database and Software, used by County for its production processing.
- i. **"Test Account"** means a single and unique combination of database and Software, used by County for non-production processing.

- j. **“Concurrent Users”** means the total number of users accessing the system in a given period.
 - k. **“Total Users”** means the total number of user licenses assigned to County from Contractor.
2. **Service to Customer.** ASP Services Levels begin upon live use of the ONESolution application software on the System. Software support calls are handled separately by Contractor's Software support helpdesk.
3. **Corrections.** Issuing of credit pursuant to the Remedy Clause of Exhibit C does not relieve SunGard of its obligations under the ASP Addendum to correct the problem which created the service to fall below the agreed upon levels above. However, the Customer acknowledges that correction may occur in the following month, and, because of the time reasonably needed to perform any such correction, the month in which the correction occurs may also fall below the agreed upon service levels. Whether a credit shall be issued for any month in which the correction occurs if in a month following the initial problem which created the service to fall below the agreed upon levels above shall be determined by the County upon a good-faith and reasonable consultation with the Contractor, taking into account the efforts undertaken by the Contractor to solve the issue.
4. **Notice.** Contractor will report to County any breach of a service level as described above. If County believes there to have been a breach of a service level provided for herein which Contractor has not reported, County must notify Contractor in writing within seven (7) days of the event. For breaches of service level not so reported by the Contractor, the credits provided herein shall only apply if Contractor is so notified by the County. In the event County accepts the credits, then the credits referenced herein shall constitute liquidated damages for the associated breach of this Addendum regarding Contractor's failure to attain the service levels and shall constitute County's sole remedy in the event of a failure to meet the SLA measures herein.
5. **Services Provided:**
- 5.1. ASP Support:** Contractor will provide non-exclusive hardware (Windows Server hardware) to operate ONESolution. System backups will be performed on a full-backup basis weekly with partial backups daily. Contractor will schedule routine maintenance and repairs with the County in advance. The County should expect Contractor to schedule short periods of downtime quarterly. Under normal circumstances, scheduled downtime will be during the County's non-working hours, which are between 7 p.m. and 7 a.m., Monday through Friday and all day on Saturdays and Sundays.
- 5.2. Limited Use:** The County may use Software operating on one Production Account and one Test Account limited to the total number of concurrent users connecting through Citrix as identified by the County. In no case shall the number of concurrent user exceed the number of licenses assigned to the County by the Contractor.
- 5.3. Network Responsibilities:** Contractor's responsibilities for network communications terminates at the WAN connection on the router at Contractor's location and excludes the County's local computing infrastructure and client workstations at the County's location. It is assumed that the County will access the ASP hardware via a Virtual Private Network (VPN) connection. The ASP fees include the purchase of necessary VPN hardware (or agreed upon equipment) firewalls to facilitate the VPN, one of which will reside in the Contractor's data center and one which will reside at the County. Contractor assumes responsibility for the purchase, configuration, installation, maintenance, and management of the data communications equipment hosted at Contractor's facility and a router located at the County's facility and will hold title to the same.

5.4. Interfaces or Custom Reports: Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Agreement. Existing programs will be migrated to the ASP environment. A file transfer utility will be provided to facilitate flat file interfaces. Contractor will provide the County an opportunity to test these processes in the ASP environment prior to final migration.

5.5. Support Hours and Charges: Contractor's standard ASP support hours are 5:00A.M. to 5:00P.M. Pacific Standard Time, Monday through Friday, with the exception of Contractor holidays. Contractor responsibilities defined herein will be performed at Contractor's location. In the event that Contractor assists the County with activities outside the scope of responsibilities defined herein, the charge will be based on Contractor's rate then in effect. Before any such incremental charges are incurred, Contractor will let County know that those incremental charges will be incurred and County must agree, verbally or in writing, prior to incurring incremental charges. Any such verbal agreement shall be followed up in writing between both parties. In addition to Contractor's standard ASP support hours, this Agreement includes County access to a 24-hour emergency answering service. In the event that emergency systems-level assistance is required outside of Contractor's standard ASP support hours, the County may call the 24-hour answering service at (530) 230-5039. The answering service will direct the call to the appropriate ASP support staff for assistance. This answering service is only to be used for emergency systems-level assistance, and all other support should be directed to Contractor's Help Desk at 1-800-851-4800 or <https://connect.sungardps.com> during Contractor's standard Help Desk support hours.

5.6. SSAE16 Report: Contractor shall provide customer with a copy of the SSAE16 report annually.

5.7. Escalation Procedure: If for any reason the County needs to escalate any outstanding ASP issues to Contractor's management, the following escalation sequence shall be followed:

5.7.1 County may contact ASP help desk or Horizon Help Desk and request a management escalation.

5.7.2 If further escalation is needed contact of the following: County may contact their assigned Project Manager, their assigned Client Success Executive, the Horizon Help Desk manager, Cloud Business Director, or Cloud Infrastructure manager.

5.7.3 If further escalation is needed, County may contact one of the following: VP of the ONESolution market, CIO, or VP of Cloud Solutions.

5.8. Creation/Setup of New Users: Contractor will set-up and create necessary Active Directory accounts and initial application accounts. To effect Active Directory changes, the County will open a Case with the Contractor's helpdesk. Once received by Contractor, the change will be completed within two (2) business days. County is responsible for user configuration and user security configuration within the ONESolution application.

5.9. Data Processing Audits or Support for System Testing: Four (4) hours per year are allocated for data processing audits at Contractor's facilities or for any system testing required by the County. Additional hours if needed will be offered at rates then in effect.

5.10. On-going Maintenance: Contractor will be responsible for maintenance on the computer server(s) at Contractor's facilities, the respective operation system(s), third party software, the data communications equipment at Contractor's facility, and the VPN device at the County's facility. Contractor will apply operating system security and critical patches as they are released from the operating system vendor. Contractor will upgrade the computer server(s) and operating system software version as necessary to remain current with new releases of the software. Operating System upgrades and upgrades to the computer server(s) shall only be performed after consultation with the

County. Maintenance for Contractor-provided VPN hardware residing at the County's facility is covered in the Agreement.

5.11. County's Network, Personal Computers: The County's network and client workstations, including configuration and setup, are not included in this ASP agreement. PC based ONESolution products will be deployed from an ASP web interface for end user access. County is responsible for local workstations, printers, and LAN connectivity to the ASP firewall.

5.12. Accounts and Update Frequency: Contractor will provide a production environment for the County ("Production Account"). In addition, Contractor will provide a test environment for the County ("Test Account"). Contractor will replicate the Production Account data into the Test Account up to Two (2) times annually. This replication shall be performed only after consultation with the County. Additional accounts or more frequent replication will be offered at Contractor's then standard rates in effect.

5.13. Creation/Setup of Remote Printers: Contractor will make the necessary configuration changes to enable printing to remote I.P.-addressable printers. To effect these changes, the County will open a Case with the Contractor's helpdesk. Once received at Contractor's facility, the change will be completed within two (2) business days. Customer is responsible for printer configuration within the ONESolution application. County is responsible for printer hardware and connectivity. Contractor understands that the County utilizes a print server configuration.

5.14. Disaster Recovery: In the event of a disaster which disables Contractor's Data Center, Contractor will make commercially reasonable efforts to recover the County's mission critical systems for continued processing at the recovery location. Should Contractor's agreement for disaster recovery services change from those outlined below, SunGard shall notify the County.

In the event of a disaster, Contractor's disaster recovery service provider will provide the necessary hardware and facilities, either onsite at Contractor's location or at a recovery center located elsewhere. Contractor will notify county that a disaster has occurred and discuss recovery procedures as they are initiated. Contractor will provide an estimate of the time needed to restore production environments once hardware is made available to Contractor's. Recovery will be provided under one of two options at Contractor's discretion.

- Option 1: Hardware located at Contractor's location
 - Contractor will acquire copies of the most current backup of file system and database available.
 - Contractor will procure necessary hardware configurations to be brought to installed and configured at Contractor's location.
 - Contractor will restore file systems and databases using the available backups.
 - Contractor will communicate with the County and assist with connectivity to disaster recovery hardware.
- Option 2: Hardware at Contractor's Recovery Center
 - Contractor will acquire the most current backup of file systems and databases available.
 - Contractor's staff will travel to recovery center to begin recovery procedures
 - Recovery backups will travel with contractor staff; they will not be shipped to the recovery facility.
 - Contractor will restore system(s) onto disaster recovery hardware
 - Contractor will communicate with the County and assist with connectivity to disaster recovery hardware.

When the disaster ends, Contractor will communicate with the County to implement plans to move back into Contractor's data center.

5.15. Restoration of Lost Data: Contractor will use reasonable care in handling backups or other materials which encode or contain data belonging to the County. Contractor's only obligation for breach of this Section will be to use commercially reasonable efforts to replace or repair the backup medium or material lost or damaged, if such is replaceable or reparable, and to make commercially reasonable efforts to regenerate any lost data from backup copies maintained by Contractor or source data provided by the County.

5.16. Physical Security Controls: Physical security of Contractor's facilities shall include: card key readers to restrict and log access to Contractor's Data Centers and Contractor's facilities; security cameras strategically placed within the Data Centers; requirement that visitors and guests must sign in to be granted physical access to Data Centers and facilities; requirement that all visitors be escorted to their destinations; and use and monitoring of an alarm system.

5.17. Specific Periodic Tasks Performed by Contractor: In addition to the general items referenced above, the specific items listed below shall be performed periodically.

- Daily
 - Monitor previous night's backups and continuous logs;
 - Check scripts on servers (i.e. Disk statistics);
 - Provide performance management and tuning as necessary;
 - Perform nightly partial backups; and
 - Process any printer/user request forms.
- Weekly
 - Perform weekly full backups including delivery to off-site storage location;
 - Test failover to the ASP Data Center generator; and
- Monthly
 - Re-evaluate database layout;
 - Check and adjust space in file systems;
 - Check and adjust space in swap files;
 - Check system time for synchronization;
 - Check network security for current status and possible redesign;
 - Save router configuration to paper; and
 - Perform data integrity checks.
 - Perform Operating System security and critical updates.
- Quarterly
 - Perform third-party software upgrades and Software upgrades;
 - Update Operation Policies;
 - Clean up posted directory;
 - Clean up unnecessary files on all file systems (i.e. logs, coredumps, export files);
 - Test battery backup systems; and
 - Update Test Account (if desired by the County).
- As Necessary
 - Test restore capacity;
 - Check on compatibility with current test environment;
 - Extract tables or rebuild tables;
 - Add users, printers, and services;
 - Modify users, printers, and services;
 - Track programmer modifications that may affect future Software updates;
 - Benchmark system to determine where slowdown(s) may be occurring and tune as necessary;
 - Build and maintain - Windows Server(s);
 - Write scripts to help manage;
 - Design, implement, and execute disaster recovery plans;
 - Diagram and maintain layout of ASP Communication Network; and

- Build/maintain communication circuit.

6. County's Responsibilities: The County's specific responsibilities are as follows:

6.1. Communications Equipment: The County is solely responsible for the acquisition and maintenance of all terminals, personal computers, network equipment (except for Contractor's ASP VPN device hosted at the County's facility), and printers that are necessary to operate the software products at County facility. The County is solely responsible for the costs associated with the data communication between Contractor's Data Center and County facility.

6.2. Accuracy and Control of County Data: The County is exclusively responsible for the accuracy and adequacy of all data input and the review of all output received from Contractor for accuracy before using it.

6.3. Existing Environment: The County is responsible for any issues arising from the existing LAN, existing data communications configuration, hardware, or software at the County's site.

6.4. Application Set-up: The County assumes responsibility for the ONESolution application software setup, testing, and operation, such as chart of account setup, posting strategies, common code setup, etc. User/site based administrative tasks are the responsibility of the County, including report generation/creation, local workstation configuration, defining user security, etc. Contractor does not configure, maintain, or operate the ONESolution software on the County's behalf. The County will be responsible for all activities within the application: nucleus configuration, creation and maintenance of workflow models, CDD report development, general ledger definitions, etc. The Contractor is responsible for installation of ONESolution. The County will be responsible for testing the software.

6.5. Application Changes: The County is responsible for authorizing the migration of changes to the hosted application between environments and is responsible for performing testing of changes to the hosted application prior to authorization for implementation into the production environment.

6.6. Employee Access: The County is responsible for terminating/modifying ONESolution Application access for employees that are terminated or change job roles.

6.7. Password Policy: The County is responsible for password configuration, password expiration requirements, and account lockout policy for the environment.

6.8. Authorized Contacts: The County is responsible for contacting Contractor to add or delete users from the authorized contact list as needed when employees are hired or terminated.

6.9. County's Hardware Infrastructure: The County is responsible for notifying Contractor of newly installed hardware, including proxies, routers, firewalls, and other devices that could affect network performance.

6.10. County's Network Infrastructure: The County is responsible for notifying Contractor of changes to IP schemas.

6.11. Batch Jobs: The County is responsible for the scheduling of batch jobs and monitoring of the batch schedule.

6.12. Problem Tickets: The County is responsible for reviewing the resolution of closed problem tickets and re-opening problem tickets if the County believes the problem requires further attention.

6.13. Application Support: The County will continue maintain its Annual Software Support Agreement for application support.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. **Term:** Three year term begins July 1, 2016 and concludes June 30, 2019.

Two additional one-year extension options exercisable at County's Sole discretion:

Fourth year term begins July 1, 2019 and concludes June 30, 2020.

Fifth year term begins July 1, 2010 and concludes June 30, 2021.

2. **Application Groups:** Annual Access and Annual Maintenance Fees

	Applications and/or Services	Annual Maintenance Fee	Annual Access Fee
Renewal Services	COSM-120141-1, -2		
Existing Component Systems (Currently Licensed)	OS-Contract Management -OS-FIN-CM, OS-Grant Management - OS-FIN-GM, OS-Accounts Payable Encumbrances - OS-FIN-AP, Accounts Receivable/Cash Receipts - OS-FIN-CRCPT, OS-Bank Reconciliation - OS-FIN-BK, OS-Person/Entity Database - OS-FIN-PE, OS-ADHoc Report Writer - OS-FIN-RX, OS-Job Project Ledger - OS-FIN-JL, OS-Budget Item Detail - OS-FIN-BD, OS-Purchasing - OS-FIN-PO, OS-Triad (Table Formatter System)- OS-FIN-TRIAD, OS-Fixed Assets - OS-FIN-FA, OS-Easy Laser Forms - OS-FIN-ELF, OS-Documents Online - OS-FIN- DO, OS-Click,Drag and Drill - OS-FIN-CDD, OS-General Ledger - OS-FIN-GL	\$82,830.00	\$123,000.00
Third Party Component Systems (Currently Licensed)	OS-Global Core - IFAS - OS-GCOREIF, BICORE- BICORE-ASP, ASP ONESolution Financial Core, OS-Insight - OS-FIN-OTHER, OS-Querix - OS-FIN-Other, Analytics Explorer -Cognos-P	Included in Annual Maintenance Fee	Included In Annual Access Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for SunGard Public Sector applications, ASP Service Bureau	N/A	Included In Annual
Concurrent Sessions 110	\$150 per user	N/A	Included In Annual Access Fee
	Total:	\$82,830.00	\$123,000.00

3. **Payment Terms:**

Annual Access Fee:

The first payment of Monthly Access Fee, shown below, will be due by July 1, 2016. Subsequently Monthly Access Fee will be due on the first of the month thereafter.

Annual Access Fee (Cont'd):

July 1, 2016 – June 30, 2017, \$10,250.00 per month or \$123,000.00 per year;

July 1, 2017 – June 30, 2018, \$10,250.00 per month or \$123,000.00 per year;

July 1, 2018 – June 30, 2019, \$10,557.50 per month or \$126,690.00 per year;

Two additional one-year extension options exercisable at the County's sole discretion:

July 1, 2019 – June 30, 2020, \$10,574.23 per month or \$130,490.70 per year;

July 1, 2020 – June 30, 2021, \$11,200.45 per month or \$134,405.42 per year.

Annual Maintenance Fee:

Annual Maintenance Fees will be due by July 1 of each year.

July 1, 2016 – June 30, 2017, \$82,830.00 per year;

July 1, 2017 – June 30, 2018, \$82,830.00 per year;

July 1, 2018 – June 30, 2019, \$85,314.90 per year;

Two additional one-year extension options exercisable at the County's sole discretion:

July 1, 2019 – June 30, 2020, \$87,874.35 per year;

July 1, 2020 – June 30, 2021, \$90,510.58 per year.

EXHIBIT C



Hosted ONEsolution Standards Sheet

Service Level Commitments and ASP Procedures

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

<i>SERVICE LEVELS FOR THE APPLICATION SERVICES</i>
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SunGard Public Sector shall provide the Application Services in accordance with the following service level commitment provisions.

1. Overall System Availability

1.1 Target. In each Service Period, the target for availability of the Application Services is 99.5% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding scheduled and emergency maintenance times. SunGard Public Sector will notify the Customer of all such maintenance windows.

1.2 Measurement. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at SunGard Public Sector's hosted environment.

If SunGard Public Sector's monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but SunGard Public Sector can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply for the purposes of this Appendix B Standards Sheet.

1.3 Calculation. The standard Actual Service Availability in the relevant Service Period will be calculated on a monthly basis using the following calculation:

Total number of minutes available during the monthly Service Period less the total amount of minutes in which Customer does not receive the services, excluding events covered under Section H, "Exceptions." The resulting

figure is divided by the total number of minutes available during the monthly Service Period excluding events covered under Section G “Exceptions” to calculate the Actual Service Availability in the relevant Service Period.

Service Availability Targets are subject to change monthly. In an average 30 day month, the Service Availability Target of 99.5% provides 3 hours 16 minutes 58.2 seconds of potential downtime.

1.4 **Remedy.** If following the target measurement at the end of each Service Period, the Availability Target is not met with the result that the Customer’s use of the Application Services is severely interrupted then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee payable by Customer in the Immediately Subsequent Service Period
Less than 99.5% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95%	10%
Less than 95%	25%

If during the term of this Agreement, SunGard Public Sector fails to meet the service level commitment targets specified above, the Customer’s sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall SunGard Public Sector be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. SunGard Public Sector will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, SunGard Public Sector will automatically apply a service credit per the specifications above. However, any credit entitlement that is not reported by SunGard Public Sector, must be requested by the Customer within six (6) months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) SunGard Public Sector’s failure to meet the relevant service level commitment. In no event will credits due in any given month exceed twenty-five percent (25%) of that month’s fees. Customer shall not be entitled to offset any monthly Application Services fee payments nor withhold fee payments on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination or expiration of the Agreement.

SunGard Public Sector will provide reporting, as provided in Section G, showing performance and monthly service levels.

B. Server Performance

SunGard Public Sector shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements of the number of concurrent system users provided for in this hosting Agreement.

SunGard Public Sector shall provide hardware resources sized for the number of users and software modules licensed in the hosting Agreement. If the Customer requests, at some later date to add additional software modules, increase user licenses, and/or request additional environments, the hardware and third party software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), SunGard Public Sector and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the SunGard Public Sector environment and subsequently departs the SunGard Public Sector environment. Any point of communications outside of the SunGard Public Sector protected network environment, shall be deemed as "out of network."

SunGard Public Sector is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, SunGard Public Sector will coordinate a performance stress test with the Customer at an agreed upon time during implementation and, upon request, after go-live. SunGard Public Sector will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Customer agrees to provide the resources necessary to simulate the desired load. SunGard Public Sector agrees to monitor and provide reports showing system utilization. Upon completion of the performance stress test, SunGard Public Sector and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

SunGard Public Sector will provide all necessary hosted systems and network maintenance as deemed appropriate and necessary by SunGard Public Sector. All necessary maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

SunGard Public Sector application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by SunGard Public Sector management.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's use of the Managed IT Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

SunGard Public Sector will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	SunGard Public Sector will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	SunGard Public Sector will respond within 4 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	SunGard Public Sector will respond within 16 hours of the issue being reported.	95%
Priority 4 (Minor)	SunGard Public Sector will respond within 48 hours of the issue being reported.	95%

Measurement. SunGard shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

F. Reporting

SunGard Public Sector shall measure its performance against the performance metrics as set forth herein and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. SunGard Public Sector will schedule a performance review with the Customer upon request.

G. Exceptions.

Notwithstanding anything herein, SunGard Public Sector shall not be responsible for failure to carry out any of its obligations under this Exhibit A and Exhibit C (including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

- (a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours provided that in event of any critical or urgent system issue that does not reasonably permit advance notice to Customer, SunGard Public Sector shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and SunGard Public Sector. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time;
- (b) adverse impact due to the defectiveness of the Customer's environment or Customer' systems or due to Customer data supplied to the Application Services;
- (c) adverse impact as a result of denial of reasonable access by SunGard Public Sector personnel to relevant portion of Customer's systems or premises that prevents SunGard Public Sector from addressing and provided that no other commercially reasonable method is available to attain such information;
- (d) adverse impact due to material changes made to the usage of the Application Services by Customer where SunGard Public Sector has not agreed to such changes in advance and in writing;
- (e) adverse impact due to the modification or alteration in any way by Customer or its subcontractors of communications links necessary to the proper performance of the Application Services;
- (f) adverse impact due to a Documented Defect;
- (g) a force majeure event, or the negligence or intentional acts or omissions of Customer or its agents.

ASP Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, SunGard Public Sector provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The SunGard Public Sector Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Test/Training Environments

SunGard Public Sector will make commercially reasonable efforts to provide test/training environments during Customer business hours. For avoidance of doubt, the aforementioned test/training environments are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

SunGard Public Sector will provide all necessary hosted systems and network maintenance for test/training environments as deemed appropriate and necessary by SunGard Public Sector Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

SunGard Public Sector application maintenance and upgrades

Software maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by SunGard Public Sector Cloud Solutions management.

Incidents and service requests.

Test/training environment incidents will be considered priority 3 and priority 4 incidents and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Test/training environment refreshes

Test/training environment refreshes will be provided in accordance to the Customer's SunGard Public Sector Application Services Provider agreement, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, SunGard Public Sector will schedule and complete the refresh within 4 weeks of the request.

I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	SunGard Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
ONESolution Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at SunGard's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X