

SUNGARD® PUBLIC SECTOR

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated September 8, 2008 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and City of Menasha, WI (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name:	City of Menasha, WI	Yes	No
Agreement Number:	MSHA-5860LG-130375-1	Initial Order Form	X
		Replacement Order Form	X

- Initial Term:** Begins September 1, 2013 and expires twenty-four (24) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.
- Application Groups:** Monthly Access Fees

	Applications and/or Services	Monthly Access Fee
Renewal Service	ASP Renewal - 080961-1, 080961-2, 080961-3	\$ 2,806.00
Existing Products (Currently Licensed)	GMBA (GM), Payroll/Personnel (PR), Asset Management I (FA), Human Resources (HR), Accounts Receivable (MR), Cash Receipts (CR), QRep Catalogs for GM, PR, FA, HR, MR, CR (CJ), Document Management Services (DX)	Included in Monthly Access Fee
Existing Products (Third Party - Currently Licensed)	QRep Admin (1 User) - CG, QRep End User (1 User) - CG	Included in Monthly Access Fee
Services	HELP Card (SP1), Disaster Recovery Plan for SunGard Public Sector applications	Included in Monthly Access Fee
Concurrent Sessions - Monthly Access Fee		
3	ASP Shared Environment	Included in Monthly Access Fee
Total Proposed System:		\$ 2,806.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

*Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

3. Payment Terms:

Monthly Access Fee: The initial Monthly Access Fee will be due September 1, 2013. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below.

Months 1 – 24 \$ 2,806.00 per month or \$33,672.00 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel

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and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Notes:

¹ Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

² Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
5. **Third Party Software and Hardware.** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

City of Menasha, WI

SunGard Public Sector

BY: _____

BY:  _____

PRINTED NAME: _____

PRINTED NAME: _____

PRINTED TITLE: _____

PRINTED TITLE: Ray Perkey, Vice President Professional Services
Sungard Public Sector Inc

DATE SIGNED: _____

DATE SIGNED: July 31, 2013