## SOFTWARE MAINTENANCE AGREEMENT

**BETWEEN** 

#### **SunGard Public Sector LLC**

a Florida corporation

with headquarters at:

1000 Business Center Drive Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Coral Gables, FL 2801 Salzedo Street Coral Gables, FL 33134

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Coral Gables, FL	SunGard Public Sector LLC		
DV.	DocuSigned by:  Lisa Numann		
BY:			
PRINT NAME:	PRINT NAME: PRINT NAME:		
PRINT TITLE:	PRINT TITLE: Controller		
DATE SIGNED:	DATE SIGNED:		

HIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution

Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Contract and Agreement dated November 16, 2001 (the "Contract Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

#### 1. **Definitions.**

<u>"Exhibit 1"</u> means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the time of disclosure to the Recipient. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the

Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

<u>"Discloser"</u> means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

<u>"Execution Date"</u> means the latest date shown on the signature page of this Agreement.

<u>"Equipment"</u> means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

<u>"Intellectual Property Rights"</u> means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

<u>"Software"</u> means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

<u>"Recipient"</u> means the party receiving Confidential Information of the Discloser.

<u>"Software Supplement"</u> means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or

other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

<u>"Source Code"</u> means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

<u>"Contract Year"</u> means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

<u>"Custom Modification"</u> means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sectorgenerated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that comparable to the Equipment and that is under SunGard Public Sector's control.

<u>"Enhancements"</u> means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

<u>"New Releases"</u> means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

#### 2. Services.

- (a) <u>Types of Services</u>. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.
- (b) <u>Limitations.</u> All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the Contract Agreement and this Agreement. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

#### 3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements

fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

- (b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. In no event shall travel expenses exceed those established in City of Sunrise Code of Ordinances 2-2.
- (c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes. Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority. SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.
- 4. <u>Term.</u> This Agreement will remain in full force and effect throughout the fifth(5th) Contract Year. After the fifth (5<sup>th</sup>) Contract Year, this Agreement will automatically expire unless Customer informs SunGard Public Sector in writing (90 days prior to the expiration of the then-current Contract Year) that they wish to extend this Agreement for an additional year.
- 5. <u>Disclaimer of Warranties.</u> Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY**

- OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER. SUNGARD PUBLIC SECTOR **EXPRESSLY DOES NOT WARRANT THAT A** COMPONENT SYSTEM. ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR **CUSTOM** MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR. OR WILL BE ERROR FREE. WILL OPERATE WITHOUT INTERRUPTION OR BE COMPATIBLE WITH HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.
- Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.
- 7. <u>Confidential Information.</u> Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential

Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

- 8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.
- 9. 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.
- Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

- 11. <u>No Waiver</u>. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
- 12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

#### 13. <u>LIMITATIONS OF LIABILITY.</u>

- (a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.
- **EXCLUSION** OF (b) DAMAGES. REGARDLESS OF WHETHER ANY REMEDY FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN **EVENT WILL SUNGARD PUBLIC** NO SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL. INCIDENTAL. OR CONSEQUENTIAL DAMAGES. WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING **NEGLIGENCE). PRODUCT** LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- **BASIS** OF THE BARGAIN. (c) **ACKNOWLEDGES** CUSTOMER **THAT** SUNGARD PUBLIC SECTOR HAS SET ITS **FEES** AND **ENTERED** INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE **DISCLAIMERS** OF WARRANTIES AND **DAMAGES** SET **FORTH** THIS IN AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by

Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

# **EXHIBIT 1 Maintenance Software Identified**

Customer: City of Coral Gables, FL

CONTRACT TERM: January 1, 2017 through December 31, 2021

### Improvements fees for Baseline Component System (1/1/2017 - 12/31/2021)

Qty	Application	1/1/17-12/31/17	1/1/18-12/31/18	1/1/19-12/31/19	1/1/20-12/31/20	1/1/21-12/31/21
1	OSSI Mugshot Capture Station Software Only	\$ 1,029.88	\$ 1,081.38	\$ 1,135.44	\$ 1,192.22	\$ 1,251.83
1	OSSI Mugshot Display Software License	2,621.49	2,752.57	2,890.20	3,034.71	3,186.44
1	OSSI Base Computer Aided Dispatch System	14,651.11	15,383.67	16,152.85	16,960.49	17,808.52
10	OSSI - CAD Dispatch/Call Taking Positions	8,215.62	8,626.40	9,057.72	9,510.61	9,986.14
1	ONESolution CAD Map Display and Map Maintenance Software License	1,158.60	1,216.53	1,277.36	1,341.23	1,408.29
13	ONESolution Additional CAD Map Display & Map Maintenance Client License	5,477.20	5,751.06	6,038.61	6,340.54	6,657.57
1	OSSI E911 Interface Module	1,158.60	1,216.53	1,277.36	1,341.23	1,408.29
1	OSSI Alpha Numeric Paging Module	1,158.60	1,216.53	1,277.36	1,341.23	1,408.29
1	OSSI Station Toning Module	1,158.60	1,216.53	1,277.36	1,341.23	1,408.29
1	OSSI Zetron Model 3030 TDD Interface	947.96	995.36	1,045.13	1,097.38	1,152.25
1	OSSI PROQA Interface	1,369.26	1,437.73	1,509.61	1,585.09	1,664.35
1	OSSI Integrated CAD Messaging Software Switch	4,213.11	4,423.77	4,644.96	4,877.21	5,121.07
14	OSSI CAD-Switch Integration Software	884.65	928.88	975.32	1,024.09	1,075.29
1	OSSI Base Mobile Server Software Client	5,793.03	6,082.68	6,386.81	6,706.15	7,041.46
1	OSSI AVL Server Host License	7,372.95	7,741.60	8,128.68	8,535.11	8,961.87
14	ONESolution CAD Client AVL License	5,898.52	6,193.45	6,503.12	6,828.28	7,169.69
125	OSSI Client AVL Mobile License	6,583.50	6,912.68	7,258.31	7,621.22	8,002.29
1	OSSI Client Base Records Management System	12,826.61	13,467.94	14,141.34	14,848.41	15,590.83
1	OSSI Basic Accident Module	936.24	983.06	1,032.21	1,083.82	1,138.01
1	OSSI Felony Registration Module	842.61	884.75	928.98	975.43	1,024.20
1	OSSI Accident Wizard Base Server License	936.24	983.06	1,032.21	1,083.82	1,138.01
1	OSSI Accident Wizard Workstation Site License	2,808.74	2,949.18	3,096.64	3,251.47	3,414.04
1	OSSI Training Module	1,591.62	1,671.20	1,754.76	1,842.50	1,934.63
1	OSSI Residential Security Watch Module	842.61	884.75	928.98	975.43	1,024.20
125	OSSI - Mobile Client Software	20,947.50	21,994.88	23,094.62	24,249.35	25,461.82
125	OSSI Mobile Client Maps	4,681.69	4,915.77	5,161.56	5,419.64	5,690.62
125	OSSI Mobile Accident Reporting with Visio Client	21,065.63	22,118.91	23,224.85	24,386.09	25,605.40
125	OSSI License of Incident/Offense Field Reporting Module Client	20,947.50	21,994.88	23,094.62	24,249.35	25,461.82
1	OSSI Review Module for Field Reporting	6,553.74	6,881.43	7,225.50	7,586.78	7,966.12
1	OSSI Notification Module	2,246.99	2,359.34	2,477.31	2,601.17	2,731.23
1	OSSI Police to Citizen	2,633.20	2,764.86	2,903.10	3,048.26	3,200.67
15	OSSI Mobile Field Reporting Client - LAN Version	1,404.43	1,474.65	1,548.38	1,625.80	1,707.09
15	OSSI Mobile Arrest Module	947.84	995.23	1,044.99	1,097.24	1,152.10
1	OSSI Property and Evidence Module	2,926.71	3,073.04	3,226.69	3,388.03	3,557.43
1	OSSI Bar Coding Server License	1,486.76	1,561.10	1,639.15	1,721.11	1,807.16
1	OSSI Bar Coding Hand-Held Client License (Each)	298.65	313.58	329.26	345.73	363.01
1	OSSI Mobile Arrest Module	393.23	412.89	433.53	455.21	477.97
20	OSSI - MCT Interface to Firehouse	1,579.92	1,658.92	1,741.87	1,828.96	1,920.41
10	OSSI Mobile Citation Module	1,872.57	1,966.20	2,064.51	2,167.73	2,276.12
10	OSSI Handheld Citation Module OSSI RMS Canine Tracking Module	936.29 1,029.88	983.10 1,081.38	1,032.25 1,135.44	1,083.87 1,192.22	1,138.06 1,251.83
6	OSSI Canine Module in MFR	337.05	353.90	371.60	390.18	409.69
1	Miami-Dade E-Citation Project	842.61	884.75	928.98	975.43	1,024.20
1	OSSI Additional RMS Workstation License	280.86	294.91	309.65	325.14	341.39
1	OSSI - Crime Analysis Plus Module	2,340.63	2,457.66	2,580.54	2,709.57	2,845.05
1	OSSI - CAD Interface - Locution	2,595.60	2,725.38	2,861.65	3,004.73	3,154.97
4	OSSI - MFR Property & Evidence Voucher	2,333.00	2,725.50	2,001.00	- 5,004.75	3,134.97
1	OSSI - CAD Interface to ZOLL	1,260.00	1,323.00	1,389.15	1,458.61	1,531.54
1	OSSI - OPS RMS	2,352.00	2,469.60	2,593.08	2,722.73	2,858.87
1	OSSI - OPS CAD	2,352.00	2,469.60	2,593.08	2,722.73	2,858.87
1	ONESolution Freedom Server Software	588.00	617.40	648.27	680.68	714.72
20	ONESolution Freedom Premium	1,344.00	1,411.20	1,481.76	1,555.85	1,633.64
5	OSSI - MFR Client - MOBLAN Version	252.00	264.60	277.83	291.72	306.31
20	OSSI - LAN Client License for Message Switch	672.00	705.60	740.88	777.92	816.82
110	OSSI - MFR - Client Arrest	3,696.00	3,880.80	4,074.84	4,278.58	4,492.51
105				= ==o o t	8,168.20	0.570.04
	OSSI - MFR Client Citation	7,056.00	7,408.80	7,779.24	8,168.20	8,576.61
1	OSSI - MFR Client Citation OSSI RMS Custom Modification-THINKSTREAM	7,056.00 1,800.00	7,408.80 1,890.00	1,984.50	2,083.73	2,187.91

\*Improvements fees for current Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

The above reflects the fees for the five (5) year term. Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

# EXHIBIT 2 Maintenance Standards

- I. Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. Targeted Response Times. With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*	
Urgent 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.  A resolution plan details the steps necessary to understand and possibly resolve the issue.	
Critical 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.		
Non- Critical 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.		
Minor 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.		

<sup>\*</sup> Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.