

AMENDMENT #4 TO THE SOFTWARE MAINTENANCE AGREEMENT

CITY OF COSTA MESA
("Customer")

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software Maintenance Agreement with an Execution Date of July 23, 2013 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software Maintenance Agreement.

The Agreement is amended and modified as follows:

Section 4(a) Maintenance Fees has been replaced with the following:

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount of \$119,318.00 annually for the Second Contract Year and for each Contract Year thereafter through Contract Year 6 expiring July 31, 2019. For each Contract Year subsequent to July 1, 2019, 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. Notwithstanding, the amount provided for herein is subject to change with any mutually executed amendment to the agreement adding or deleting Component System applications.

The dollar amount reflected above is subject to the full execution of Amendments #2 and #3.

Section 5. Term has been replaced with the following:

5. Term. This Agreement will remain in full force and effect through the initial term expiring July 1, 2019. After the initial term, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year. SunGard Public Sector will invoice Customer at least sixty (60) days prior to the expiration of the then-current term.

Exhibit 1 has been modified to delete the following:

~~*Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change no more than once per contract year period and will be specified by SunGard Public Sector in an annual invoice. Any increase in improvement fees is subject to a maximum increase in anyone year of the lesser of: (1) three percent (3%), or (2) the Consumer Price Index (CPI) All Urban Consumers (designated by the Bureau of Labor Statistics as "CPI-U") using the following criteria: (a) unadjusted for seasonal differences; (b) for all items; and (c) percentage change shall be for the twelve (12) month period prior to first day of the renewal Contract Year. SunGard Public Sector will invoice Customer at least sixty (60) days prior to the expiration of the then current term.*~~

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

SunGard Public Sector Inc.

City of Costa Mesa

BY: _____

BY: DocuSigned by:
Lisa Neumann _____

PRINT NAME: Steven Ely

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PRINT NAME: Lisa Neumann

PRINT TITLE: IT Director

PRINT TITLE: Controller

DATE SIGNED: 11/06/2014

DATE SIGNED: 7/25/2014