

AGENCY ACCESS AGREEMENT

This Agency Access Agreement is entered by and among Broward County ("Licensee"), 115 S. Andrews Ave., Ft. Lauderdale, FL 33312, and City of Fort Lauderdale ("Accessor") (1300 W Broward Boulevard, Fort Lauderdale, FL 33312), and SunGard Public Sector Inc. ("SunGard Public Sector"), 1000 Business Center Drive, Lake Mary, FL 32746.

Licensee and SunGard Public Sector entered into a Partial Assignment, Delegation and Release Agreement regarding the August 31, 2009, Agreement Between SunGard Public Sector, Inc. and Sheriff of Broward County for the Licensing of Application Software Products and Provision of Related Services and Software Maintenance (collectively, "Licensee Agreement"). Accessor desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

(ALL COMPONENT SYSTEMS LICENSED TO BROWARD COUNTY)

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party. Additionally, Accessor's right to access the Accessed Software shall cease immediately upon the termination of Licensee's rights to use the Accessed Software under the Licensee Agreement.

3. Accessor Software. Accessor acknowledges and agrees that, to the extent it is a trade secret pursuant to Florida law, Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that, to the extent they are trade secrets pursuant to Florida law, it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information, to the extent it is confidential pursuant to Florida law, for its benefit and internal use only by its employees on a strict "need to know" basis.

4. Obligations of SunGard Public Sector and Licensee; Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, AND BETWEEN LICENSEE AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER**

SUNGARD PUBLIC SECTOR NOR LICENSEE MAKE ANY WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND EACH OF SUNGARD PUBLIC SECTOR AND LICENSEE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SUNGARD PUBLIC SECTOR NOR LICENSEE WILL HAVE ANY LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.

5. Governing Law. 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. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Assignment or the Agreement shall be in the state or federal courts in and for Broward County, Florida. **BY ENTERING INTO THIS ASSIGNMENT, THE PARTIES EACH HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THE PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS ASSIGNMENT.**

6. Integration Provision. This Access 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. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County Mayor
Board of County Commissioners

By _____
____ day of _____, 20____

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Noel M. Pfeffer (Date)
Deputy County Attorney

CITY

ATTEST:

CITY OF FORT LAUDERDALE

Jonda K. Joseph, City Clerk

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:

Senior Assistant City Attorney

SUNGARD PUBLIC SECTOR

WITNESSES:

SUNGARD PUBLIC SECTOR, INC.

Print Name:

By: _____
Michael J. Borman
President

Print Name:

(Corporate Seal)

ATTEST:

By: _____
Print Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Michael J. Borman as president for SunGard Public Sector, Inc. a Florida corporation.

Notary Public, State of _____

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known ____ OR produced Identification _____
Type of Identification Produced _____