

EARLY ADOPTER SOFTWARE AGREEMENT

SUNGARD PUBLIC SECTOR INC.
890 Fortress Street
Chico, CA 95973
("SunGard Public Sector")

and

COLLIN COUNTY
2300 Bloomdale, Suite 3160
McKinney, TX 75071
("Customer")

This Early Adopter Software Agreement ("Agreement") is entered into on the Execution Date by and between SunGard Public Sector and Customer. The parties agree as follows:

1. Certain Definitions.

1.1. "Component System" means the computer software program(s) identified in Exhibit 1 as a Component System.

1.2. "Equipment" means a hardware and software configuration located within the United States of America or Canada for which SunGard Public Sector supports the use of the Limited Release Enhancement(s).

1.3. "Execution Date" means the latest date shown on the signature page of this Agreement.

1.4. "Intellectual Property Rights" means all patents, patent rights, copyrights, copyright registrations, trade secrets, trademarks, service marks, trademark and service mark registrations, goodwill pertaining to trademarks and service marks, and confidential information.

1.5. "Evaluation Period" means the period commencing on the Execution Date and ending one hundred twenty (120) days after the Execution Date. The evaluation period may be extended upon mutual agreement, in writing, by the parties hereto.

1.6. "General Release Revision" means a new version of a Component System to be issued as a general release to SunGard Public Sector's customers who receive, and have paid for, support and maintenance services for such Component System.

1.7. "Limited Release Enhancement" means preliminary changes to a Component System which increase the functionality of the Component System in question, including all copies of all 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 Limited Release Enhancement.

1.8. "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.

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

2. Ownership and/or Right to Grant License. SunGard Public Sector owns and/or has the right to grant the license herein to the Limited Release Enhancement(s), all copies of the Limited Release Enhancement(s), and all Intellectual Property Rights for and in the Limited Release Enhancement(s).

3. License.

3.1. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a non-exclusive, non-transferable limited license to use the Limited Release Enhancement(s) in Object Code form on the Equipment, during the Evaluation Period, for the sole purpose of allowing Customer the opportunity to evaluate the functionality of the Limited Release Enhancement(s) and to provide feedback to SunGard Public Sector pertaining to the Limited Release Enhancement(s) as may be reasonably requested by SunGard Public Sector. The parties anticipate that upon conclusion of the Evaluation Period, the Limited Release Enhancement(s) will become a General Release Revision(s) and may be licensed by Customer at that time at a discounted license fee as provided by the terms of Section 8 hereunder. Notwithstanding, SunGard Public Sector expressly reserves the sole and exclusive right to determine what functionality of the Limited Release Enhancement(s), if any, may be included in any General Release Revision. Further, SunGard Public Sector will solely determine when such General Release Revision will become available. Any rights not expressly granted in this Agreement are expressly reserved.

3.2. Restrictions on Use of the Limited Release Enhancement(s). Customer may not assign, license, or otherwise transfer, voluntarily, by operation of law or otherwise, its right to use the Limited Release Enhancement(s). Customer will not disclose all or any part of a Limited Release Enhancement to any person except its employees as reasonably necessary to permit its employees to use the Limited Release Enhancement for the purposes explicitly permitted in this Agreement. Customer may permit its employees to have access to the Limited Release Enhancement(s) only on a need-to-know basis and only if prior to granting such access, each such employee has been informed in writing of the non-disclosure obligations of Customer and the employee under this Agreement. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any Limited Release Enhancement in order to obtain Source Code, or for any other reason whatsoever. Customer may not make any Limited Release Enhancement available in any commercial time-sharing, commercial networking, or rental arrangements. Customer will not allow any Limited Release Enhancement, in whole or in part, to be exported outside of the United States of America (or Canada, as applicable for certain customers located in Canada), in any manner or by any means.

3.3. Intellectual Property Rights Notices. Customer agrees to include the Intellectual Property Rights notices provided by SunGard Public Sector in the code, or written on labels or containers of the Limited Release Enhancement(s), or on the cover or title page of documentation, in any copy or part thereof made by Customer. Customer will not modify or remove, in any manner, the Intellectual Property rights notices provided by SunGard Public Sector in connection with the Limited Release Enhancement(s).

4. Services. Implementation Services are as provided below. The provision of these Implementation Services (and invoicing therefor, including expenses related Travel and Living Expenses) will be governed according to the applicable terms and conditions in that certain Software License and Services Agreement to be executed between the parties hereto, and are incorporated herein by reference.

ONESolution Products & Added Services	Product Code(s)	Project Management	Install/Tech Support	Configuration Mapping	Conversion	Training
Work Management, Suite						
ONESolution Customer Relationship Management	OS-CRM	\$ 5,120.00	\$ 700.00	\$ 12,800.00		\$ 15,360.00
ONESolution Asset Maintenance	OS-ASSET	1,040.00	520.00	3,120.00	\$ 2,080.00	2,080.00
ONESolution Computerized Maintenance Mgmt. System	OS-CMMS	1,040.00	520.00	1,040.00	2,080.00	2,080.00
ADDITIONAL SERVICES						
Configuration & Training, Additional CMMS Division						6,400.00
TOTAL SERVICES FEE		\$ 7,200.00	\$ 1,740.00	\$ 16,960.00	\$ 4,160.00	\$ 25,920.00

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

5. Waiver of Fees. There will be no license fee or maintenance charges for Customer's use of the Limited Release Enhancement(s) during the Evaluation Period.

Services fees shall be due and payable as follows:

Project Management: Monthly as incurred.

Install/Tech Support: Monthly as incurred.

Professional Services Fees (includes Configuration Mapping): Monthly as incurred.

Conversion Fees: Monthly as incurred.

Training Fees: Monthly as incurred.

6. Confidential Information. "Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Limited Release Enhancement(s), all software provided with the Limited Release Enhancement(s), and algorithms, methods, techniques and processes revealed by the Limited Release Enhancement(s). The party receiving ("Recipient") any Confidential Information under this Agreement from the other party ("Owner") agrees: (i) to treat the Owner's Confidential Information as proprietary to the Owner; and (ii) that it will not knowingly disclose to any person or entity not a party to this Agreement, or use for its own or any such person's or entity's benefit, any Confidential Information of the Owner. In no event will the Recipient use less care to maintain the confidentiality of the Owner's Confidential Information than the Recipient uses to maintain the confidentiality of its own information of equal importance, using at all times at least a reasonable standard of care. Confidential Information, whether or not described above, does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) is independently developed by the Recipient without use of any Confidential Information of the Owner, (iii) the Owner regularly discloses to third parties without restriction on disclosure, or (iv) the Recipient receives from a party other than the Owner without restriction on disclosure and without breach of a non-disclosure obligation. Notwithstanding the termination of this Agreement, the non-disclosure and non-use obligations set forth above will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the first receipt of that item by the Recipient. However, Customer's obligations to maintain the Limited Release Enhancement(s) as confidential will survive in perpetuity.

7. Term and Termination. This Agreement will continue in full force and effect until the expiration of the Evaluation Period, at which time this Agreement and the license granted to Customer hereunder will automatically terminate. However, Customer may obtain either a perpetual or a limited-term license to the Component Systems at any time, through a separate agreement that is signed by both parties. Either party may terminate this Agreement prior to the expiration of the Evaluation Period if the other party breaches or fails to perform any material term or condition of this Agreement and fails to correct or cure such breach or failure to the reasonable satisfaction of the party desiring termination within two (2) days after the giving of notice as provided in this Agreement, provided that the breach is capable of being cured. For breaches that are not capable of being cured, this Agreement is terminable immediately by the non-breaching party upon notice to the breaching party. At the termination of this Agreement, unless the parties have entered into a separate agreement for a continuing license to use the Component Systems, Customer promptly will return to SunGard Public Sector all copies of the Limited Release Enhancement(s), and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so. Further, SunGard Public Sector reserves the right, at SunGard Public Sector's expense, to independently verify the removal or uninstall of the Limited Release Enhancement(s) from any of Customer's central servers and/or individual workstations. All obligations relating to non-use and non-disclosure of Confidential Information and the obligations of Customer to respect SunGard Public Sector's Intellectual Property Rights will survive termination of this Agreement for any reason.

8. Credit Towards License Fee for the General Release Revision. Upon the conclusion of the Evaluation Period and in consideration of Customer's full cooperation and participation as an early adopter of the Limited Release Enhancement(s) hereunder, SunGard Public Sector shall offer to Customer a one-time credit (the "Early Adopter Credit") equal to one hundred percent (100%) of SunGard Public Sector's list price license fee for each General Release Revision associated with the Component System(s) listed under Exhibit 1. The Early Adopter Credit shall be available for a period of twelve months following the conclusion of the Evaluation Period, should Customer decide to obtain a perpetual license to the General Release Revision of the Component System during that time.

9. 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 registered or certified mail, return receipt requested; transmitted by facsimile confirmed by 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.

10. EXCLUSION OF WARRANTIES AND LIABILITY. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY MATTER RELATING TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED RELEASE ENHANCEMENTS ARE PROVIDED TO CUSTOMER "AS IS" SOLELY FOR THE PURPOSES SPECIFICALLY SET FORTH IN THIS AGREEMENT AND THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LIMITED RELEASE ENHANCEMENTS OR ANY PARTS THEREOF, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL SUNGARD PUBLIC SECTOR HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH ANY LIMITED RELEASE ENHANCEMENT, THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, WHETHER FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT SUNGARD PUBLIC SECTOR HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Miscellaneous. Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, 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. This Agreement will be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. No failure of either party to this Agreement to prosecute its rights with respect to any single or continuing breach of this Agreement will act as a waiver of the right of that party to later exercise any right or enforce any remedy granted under this Agreement with respect to that same or any other breach of this Agreement by the other party to this Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification hereof or waiver of any right under this Agreement will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Agreement.

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNLESS OR UNTIL THE PARTIES HAVE SEPARATELY EXECUTED THE SUNGARD PUBLIC SECTOR SOFTWARE LICENSE AND SERVICES AGREEMENT FOR SERVICES TO BE PROVIDED TO CUSTOMER, WHICH IS PROVIDED CONCURRENTLY WITH THIS AGREEMENT.

SUNGARD PUBLIC SECTOR INC.

COLLIN COUNTY, TEXAS

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

NOTE: In order to use the Limited Release Enhancement(s), Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products, database software products and software/hardware peripherals

Component Systems	Product Code(s)
<i>Work Management, Suite</i>	
ONESolution Customer Relationship Management	OS-CRM
ONESolution Asset Maintenance	OS-ASSET
ONESolution Computerized Maintenance Mgmt. System	OS-CMMS

PAYMENT: There will be no license fee or maintenance charges for Customer's use of the Limited Release Enhancement(s).

DELIVERY: The Limited Release Enhancement(s) will be delivered to the Delivery Address within a commercially reasonable period of time following the Execution Date.