

**SUNGARD PUBLIC SECTOR INC. AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE**

among

**Guilford County**  
401 W. Sycamore Street  
Greensboro, NC.27401

and

**SunGard Public Sector Inc.**  
1000 Business Center Drive  
Lake Mary, FL 32746

and

**City of Greensboro**  
320 Federal Place  
Greensboro, NC 27401

WHEREAS, Guilford County, NC ("Guilford County") and SunGard Public Sector entered into those certain Contract and Agreements dated March 6, 2001 (Sheriff) and February 10, 1998 (EMS), respectively, (the "Guilford County Agreements")

WHEREAS, Guilford County desires that the following public safety agency (the **Accessing Agency**"), a department of the City of Greensboro, obtain access to Software licensed under the Guilford County Agreements;

**Guilford Metro 911**  
**and their authorized beneficiaries, Colfax Fire Department, Summerfield Fire Department, Pleasant Garden Fire, Fire District 13**

Now therefore, the parties agree as follows:

1. Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Guilford County permission to allow access to Accessed Software by the Accessing Agency under the terms of this Access Agreement ("Access Agreement"). The Accessed Software is as follows:

**All Software licensed to Guilford County by SunGard Public Sector**

2. SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach.

3. This Access Agreement shall automatically terminate if any Guilford County Agreement is terminated, or if Accessing Agency (Guilford Metro 911) no longer acts as a consolidated agency on behalf of Guilford County.

4. In the event this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to Accessing Agency or to Guilford County to permit continued access to Accessed Software under this Access Agreement.

5. Guilford County agrees that Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector. Guilford County agrees that 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. Guilford County shall hold in confidence

the SunGard Public Sector proprietary information for its benefit and internal use only by its employees. Guilford County further acknowledges that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

6. Accessing Agency shall be the contact to assure adequate coordination in the event support services for the Accessed Software are required. Accessing Agency shall contact or coordinate contact with SunGard Public Sector for support services. SunGard Public Sector may directly contact Guilford County for clarification and coordination of services as required.

7. Limitation of Liability. SunGard Public Sector's liability to Guilford County hereunder, for any direct losses or damages, shall not exceed the fees paid to SunGard Public Sector by Guilford County during the twelve (12) months prior to the claim. SunGard Public Sector's liability to Guilford County or to the Accessing Agency, for any direct losses or damages, shall not exceed the fees paid to SunGard Public Sector by Guilford County or the Accessing Agency during the twelve (12) months prior to the claim. In no event shall SunGard Public Sector be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Access Agreement.

8. Except as neither expressly stated in this Access Agreement, no further rights are granted nor are further obligations due from SunGard Public Sector to Guilford County. All parties acknowledge that they have read this Access Agreement and agree to be bound by the terms and conditions herein.

By the signatures of their duly authorized representatives below, SunGard Public Sector and Guilford County, intending to be legally bound, agree to all of the provisions of this Access Agreement.

\_\_\_\_\_  
**CITY MANAGER**

\_\_\_\_\_  
**COUNTY MANAGER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**CLERK TO THE BOARD**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GUILFORD METRO 9-1-1**  
**“GM911”**  
1201 Coliseum Blvd  
Greensboro, NC 27403

**SUNGARD PUBLIC SECTOR**  
**“SunGard Public Sector”**  
1000 Business Center Drive  
Lake Mary, FL 32746

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GUILFORD COUNTY, NC**  
**“Guilford County Sheriff ”**  
100 W. Washington Street  
Greensboro, NC 27402

**COUNTY OF GUILFORD, NC**  
**“Guilford EMS”**  
1002 Meadowood Street  
Greensboro, NC 27409

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Authorized Signature

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Authorized Signature

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Print Name & Title

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Print Name & Title

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Date

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Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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**City Finance Officer**

**County Finance Officer**

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

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Print Name & Title

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Print Name & Title

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Date

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Date

**City Attorney**

**County Attorney**

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Authorized Signature

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Authorized Signature

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Print Name & Title

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