

**SOFTWARE LICENSING
AND SERVICES AGREEMENT**

BETWEEN

SUNGARD TREASURY SYSTEMS INC.

(a California corporation)

("SUNGARD")

AND

City of Santa Clara

("CUSTOMER")

September 1, 2004

("Effective Date")

By the signatures of their duly authorized representatives below, SUNGARD and CUSTOMER, intending to be legally bound, agree to all of the provisions of the agreement and all Schedules and Addenda to this agreement (collectively, the "Agreement").

SUNGARD	CUSTOMER
By: <u>Bryan Cheney</u>	By: <u>Jennifer Sparacino</u>
Print Name: <u>BRYAN CHENEY</u>	Print Name: <u>Jennifer Sparacino</u>
Print Title: <u>CONTROLLER</u>	Print Title: <u>CITY MANAGER</u> <u>CITY OF SANTA CLARA</u>
Date: <u>9/28/04</u>	Date: <u>9/20/04</u>

ATTEST:

J. E. Boccardo
City Clerk

APPROVED AS TO FORM

Date: 9/13/04
[Signature]
DEPUTY CITY ATTORNEY

1. LIMITED LICENSE

1.1. Grant. SUNGARD grants to CUSTOMER a personal, non-transferable (except as provided herein), non-exclusive, limited-scope license to use, in accordance with this Agreement, SUNGARD's proprietary applications software identified on Schedule A to this Agreement ("Software") and the related standard user documentation ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement.

1.2. Scope. CUSTOMER (on behalf of itself and its affiliates) may use the Software and Documentation only in the ordinary course of its business operations and that of its affiliates. CUSTOMER shall be liable for any breach of this Agreement by its affiliates. CUSTOMER shall use the Software only in accordance with the Documentation. The Software may be installed only at CUSTOMER's location(s) listed on Schedule A to this Agreement ("Designated Location(s)"). CUSTOMER and CUSTOMER's affiliates may access and use the Software remotely for the purposes of entering and processing data and receiving reports for local use. CUSTOMER may change a Designated Location by giving prompt written notice thereof to SUNGARD, provided that a change of a Designated Location to another country shall require SUNGARD's prior consent. Access to and use of the Software by CUSTOMER shall be limited to the Scope of Use, subject to increase by execution by the parties of additional license order(s) including any additional costs, a blank copy ("Exhibit A-1") of which is attached. CUSTOMER may copy and use the Software for inactive back-up and disaster recovery purposes. CUSTOMER may copy the Documentation to the extent reasonably necessary for use of the Software under this Agreement.

2. INSTALLATION AND TRAINING

2.1. Initial Installation and Training. SUNGARD shall provide and CUSTOMER shall accept the Minimum Installation Support and training described on Schedule A. This shall include delivery, F.O.B. SUNGARD's shipping point, to CUSTOMER of the Software and Documentation, installation of the Software on or before the Installation Date stated on Schedule A at the Designated Location(s), basic training in the use of the Software for a reasonable number of CUSTOMER's employees, and assistance with any other implementation or related activities described on Schedule A.

3. SUNGARD'S OTHER OBLIGATIONS

3.1. Ongoing Support Services. SUNGARD shall provide the following ongoing support services to CUSTOMER:

3.1.1. SUNGARD shall provide to CUSTOMER, during SUNGARD's normal business hours, as described on Schedule A ("Normal Business Hours"), telephone assistance regarding CUSTOMER's proper and authorized use of the latest release of the Software that is generally available to SUNGARD's customer base or a version or release of the Software that was provided by SUNGARD to CUSTOMER within the previous twelve (12) months ("CUSTOMER's

Latest Release").

3.1.2. SUNGARD shall provide to CUSTOMER, during SUNGARD's Normal Business Hours, commercially reasonable efforts in investigating and solving failures of the Software to conform to Documentation that arise in connection with CUSTOMER's proper and authorized use of CUSTOMER's Latest Release. CUSTOMER shall provide to SUNGARD reasonably detailed documentation and explanation, together with underlying data, to substantiate any such failures and to assist SUNGARD in its efforts to investigate, diagnose and correct the failure. These support services shall be provided by SUNGARD at CUSTOMER location(s) if and when SUNGARD and CUSTOMER agree that on-site services are necessary to diagnose or resolve the failure.

3.1.3. SUNGARD shall provide at no additional charge SUNGARD's periodic Upgrades. CUSTOMER shall be eligible for all Upgrades provided to SUNGARD's general customer base as part of SUNGARD's general ongoing support services. All Upgrades shall be furnished by means of new releases of the Software and shall be accompanied by updates to the Documentation whenever SUNGARD determines, in its sole discretion, that such updates are necessary. CUSTOMER agrees to promptly install such Upgrades.

3.2. Optional Features. Beginning on the Installation Date, SUNGARD shall offer to CUSTOMER the opportunity to purchase Optional Features at SUNGARD's then prevailing prices.

3.3. Professional Services. At CUSTOMER's reasonable request and subject to the availability of SUNGARD's personnel, SUNGARD shall provide to CUSTOMER any CUSTOMER-approved additional installation services, additional training, consulting services, custom programming, assistance with data transfers or CUSTOMER system or database upgrades, system restarts and reinstallations and other specialized support services that are outside the scope of ongoing support services described in Section 3.1.2 (including any diagnostic or programming services requested by CUSTOMER that are not due to a failure of the Software to conform to Documentation or an act or omission of SUNGARD) at SUNGARD's standard professional service fees for the type of service requested. In addition, SUNGARD reserves the right to charge a premium for any ongoing support services requested by Customer to be performed outside of Normal Business Hours subject to availability of such off hours services and upon prior arrangement with Customer.

4. CUSTOMER'S OTHER OBLIGATIONS

4.1. Procurement of Hardware. CUSTOMER shall be responsible, at its expense, for procuring and maintaining the computer hardware, systems software and other items which comprise the Specified Configuration described on Schedule B, and for updating the Specified Configuration in accordance with SUNGARD's published updates to Schedule B.

4.2. Access to Facilities and Employees. CUSTOMER

shall provide to SUNGARD access to the Designated Location(s) and CUSTOMER's equipment and employees, and shall otherwise cooperate with SUNGARD, as reasonably necessary for SUNGARD to perform its installation, training, support and other obligations under this Agreement and CUSTOMER shall provide all other resources reasonably necessary to install the Software and begin using the Software in production on a timely basis as contemplated by this Agreement. SUNGARD shall not be responsible for any delays or additional fees and costs associated with CUSTOMER's failure to timely perform its obligation under this Section 4.2.

4.3. Data Security. If the Software or data maintained by the Software is accessible through the Internet or other networked environment, CUSTOMER shall maintain, in connection with the operation of the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, and virus detection and eradication. To the extent that CUSTOMER's Affiliates or clients have access to the Software through the Internet or other networked environment, CUSTOMER shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of SUNGARD in the Software and Documentation, and disclaim any liability or responsibility of SUNGARD with respect to such end-users.

5. PAYMENTS

5.1. Initial License Fee. CUSTOMER shall pay to SUNGARD an initial license fee in the amount stated on Schedule A, and shall be invoiced by SUNGARD in accordance with the payment terms stated on Schedule A.

5.2. Support Fees Payments. Beginning on the Effective Date and continuing for thirty (30) months (the "Initial Maintenance Term"), CUSTOMER shall pay to SUNGARD quarterly support fees in the amount stated on Schedule A. Upon expiration of the Initial Maintenance Term, ongoing support services shall automatically renew and CUSTOMER shall be obligated to pay for, one additional thirty-month renewal period ("Renewal Maintenance Terms"), unless CUSTOMER gives SUNGARD notice of its intent to terminate on-going support services (in accordance with Section 9.1) at least sixty (60) days before the end of the Initial Maintenance Term. On an annual basis, by giving at least ninety (90) days prior written notice to CUSTOMER, SUNGARD may increase the support fees payable under this Agreement, provided that the annual percentage increase in the support fees shall not exceed the limitation described on Schedule A.

5.3. Service Fees. CUSTOMER shall pay to SUNGARD the service fees stated on Schedule A for installation support and training services under Section 2.1. In each case where service fees are not specified on Schedule A, then the fees for such services shall be based upon SUNGARD's standard professional service fee rates then in effect.

5.4. Expense Reimbursements. CUSTOMER shall reimburse SUNGARD for its reasonable travel, lodging, meal and related expenses incurred by SUNGARD personnel in providing such services under this Agreement.

5.5. Taxes. The fees and other amounts payable by CUSTOMER to SUNGARD under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to CUSTOMER, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SUNGARD's net income. CUSTOMER shall directly pay any such taxes assessed against it, and CUSTOMER shall promptly reimburse SUNGARD for any such taxes payable or collectable by SUNGARD.

5.6. Payment Terms. Support fees shall be invoiced by SUNGARD quarterly in advance. All other fees and all expense reimbursements shall be invoiced by SUNGARD as and when incurred. All invoices shall be sent to CUSTOMER's address for invoices stated on Schedule A. Except as otherwise specified on Schedule A, CUSTOMER's payments shall be due within thirty (30) days after receipt of invoice. Interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amount not paid by CUSTOMER to SUNGARD when due under this Agreement, and shall be payable by CUSTOMER to SUNGARD on demand. Except as provided in Section 6.2.3, all fees and other amounts paid by CUSTOMER under this Agreement are non-refundable.

6. WARRANTIES AND LIMITATIONS

6.1. Performance. SUNGARD warrants to CUSTOMER that for a period of thirty (30) days from the Installation Date, the Software, in the form delivered to CUSTOMER by SUNGARD and when properly used for the purpose and in the manner specifically authorized by this Agreement, will perform as described in the Documentation in all material respects. SUNGARD's sole obligation under this warranty is to comply with the provisions of Section 3.1.2.

6.2. Right to License; No Infringement. SUNGARD warrants to CUSTOMER that it has the full legal right to grant to CUSTOMER the license granted under this Agreement, and that the Software and Documentation, as and when delivered to CUSTOMER by SUNGARD and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent issued as of the date of this Agreement, copyright, trade secret or other proprietary right of any Person. SUNGARD shall defend and indemnify CUSTOMER against any third party claim to the extent attributable to a violation of the foregoing warranty. SUNGARD shall have no obligation under this Section 6.2 unless CUSTOMER promptly gives written notice to SUNGARD after any applicable infringement claim is

initiated against CUSTOMER and allows SUNGARD to have sole control of the defense or settlement of the claim. The remedies provided in this Section 6.2 are the sole remedies for a breach of the warranty contained in this Section 6.2. If any applicable infringement claim is initiated, or in SUNGARD's sole opinion is likely to be initiated, then SUNGARD shall have the option, at its expense, to:

6.2.1. modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or

6.2.2. procure for CUSTOMER the right to continue using the infringing part of the Software or Documentation; or

6.2.3. remove all or the infringing part of the Software or Documentation, and refund to CUSTOMER the corresponding portion of the initial license fee paid by CUSTOMER to SUNGARD under Section 5.1 with respect to the applicable Software, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use, in which case the applicable Schedule A shall terminate with respect to the Software or part thereof removed.

6.3. Exclusion for Unauthorized Actions. SUNGARD shall have no liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with other Software (other than software included in the Specified Configuration), any use of any version of the Software other than CUSTOMER's Latest Release or any breach of this Agreement by CUSTOMER.

6.4. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (excluding payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

6.5. General Indemnity. SUNGARD and CUSTOMER each agrees to indemnify and hold harmless the other and its directors, officers, shareholders, agents and employees from and against any claims, demands, actions, or expenses arising out of any injury to any person or damages to any tangible property (excluding CUSTOMER data contained on tapes or other media) arising as a result of the services furnished by SUNGARD to CUSTOMER under this Agreement.

6.6. Disclaimer and Exclusions. EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 6 OF THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS" AND SUNGARD MAKES NO

REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INTERFERENCE. SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL SUNGARD HAVE ANY LIABILITY WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES. SUNGARD SHALL NOT BE RESPONSIBLE FOR ANY APPLICATION OF RESULTS OBTAINED FROM THE USE OF SOFTWARE OR FOR UNINTENDED OR UNFORESEEN RESULTS OBTAINED IN THE USE OF THE SOFTWARE.

6.7. Limitations. EXCEPT FOR DAMAGES REIMBURSABLE UNDER SECTION 6.2, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED FIFTY PERCENT (50%) OF THE INITIAL LICENSE FEE ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS AGREEMENT.

6.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL SUNGARD (OR ANY OF ITS AFFILIATES PROVIDING SOFTWARE OR SERVICES UNDER THIS AGREEMENT) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SUNGARD HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

6.9. Open Negotiation. CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT, INCLUDING THE PRICING, WITH THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

6.10. Other Limitations. The warranties made by SUNGARD in this Agreement, and the obligations of SUNGARD under this Agreement, run only to CUSTOMER and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of CUSTOMER or any other Person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement, even if such

Affiliates, customers or other Persons are provided access to the Software or data maintained in the Software via the Internet or other networked environment. CUSTOMER shall have no rights or remedies against SUNGARD except as specified in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by CUSTOMER more than one (1) year after CUSTOMER first has knowledge of the basis for the action or claim.

7. CONFIDENTIALITY OWNERSHIP AND RESTRICTIVE COVENANTS

7.1. Disclosure Restrictions. All Confidential Information of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees and agents whose responsibilities require such use or access. The Receiving Party shall advise all such employees and agents, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees, agents or any other Person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party.

7.2. SUNGARD's Proprietary Items, Ownership Rights. The Proprietary Items are trade secrets and proprietary property of SUNGARD, having great commercial value to SUNGARD. All Proprietary Items provided to CUSTOMER under this Agreement are being provided on a strictly confidential and limited use basis. CUSTOMER shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any Person, or permit any Person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall be and remain exclusively with SUNGARD, even with respect to such items that were created by SUNGARD specifically for or on behalf of CUSTOMER. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to CUSTOMER by virtue of this Agreement. All copies of Proprietary Items in CUSTOMER's possession shall remain the exclusive property of SUNGARD and shall be deemed to be on loan to CUSTOMER during the term of this Agreement.

7.3. Use Restrictions. Except as expressly permitted under this Agreement or in writing by SUNGARD,

CUSTOMER shall not do, attempt to do, nor permit any other Person to, (a) use any Proprietary Item for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any copy of any Proprietary Item except as specifically authorized by this Agreement; (c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; (d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation; (e) refer to or otherwise use any Proprietary Item as part of any effort either (i) develop a program having any functional attributes, visual expressions or other features similar to those of the Software, or (ii) to compete with SUNGARD; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Item made by CUSTOMER; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on CUSTOMER's behalf or otherwise; or (h) use the Software to conduct any type of service bureau or time-sharing operation.

7.4. Audit. From time to time, but no more than once in a twelve (12) month period, at SUNGARD's expense and by giving reasonable notice, SUNGARD may enter CUSTOMER locations during normal business hours and audit the Scope of Use and information pertaining to CUSTOMER's compliance with Section 7.

7.5. Enforcement. Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 7, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach. Each party acknowledges that any breach of any of the provisions of this Section 7 will result in irreparable injury to the other party for which money damages could not adequately compensate. If there is a breach, then the non-breaching party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action which the breaching party may have against the non-breaching party will not constitute a defense or bar to the enforcement of any of the provisions of this Section 7.

8. TERMINATION

8.1. Term of Agreement. This Agreement shall commence upon the Effective Date and automatically terminate at the end of five (5) years unless a license for an additional term has been purchased by such expiration date or the Agreement has been terminated pursuant to Section 8.2.

8.2. Termination. If either party (a) breaches, in any

material respect, any of the provisions of Section 7 or Section 9.5, (b) breaches any of its other obligations under this Agreement (except for Customer's failure support fees during a Renewal Maintenance Term) and does not cure the breach within thirty (30) days after written notice by the other party describing the breach in reasonable detail, or (c) dissolves or liquidates or otherwise discontinues all or a significant part of its business operations, in addition to any other rights available to it under law or equity, this Agreement may be terminated by such other party by its giving a written notice of termination to the breaching party. In addition, except for CUSTOMER's failure to pay Support Fees in accordance with Section 5.2 during a Renewal Maintenance Term, SUNGARD shall have the right to terminate this Agreement if CUSTOMER fails to pay SUNGARD, within thirty (30) days after SUNGARD makes written demand therefor, any past-due amount payable under this Agreement that is not subject to a Good Faith Dispute as defined in Section 9.3.4.

8.3. Effect of Termination of the Agreement. Upon a termination of this Agreement, whether under this Section 8 or otherwise, CUSTOMER shall discontinue all use of the Software and Documentation, CUSTOMER shall promptly return to SUNGARD all copies of the Software, the Documentation and any other Proprietary Items then in CUSTOMER's possession, and CUSTOMER shall give written notice to SUNGARD certifying that all copies of the Software have been permanently deleted from its computers. CUSTOMER shall remain liable for all payments due to SUNGARD with respect to the period ending on the date of termination. The provisions of Sections 5, 6 and 7 (excluding 6.1 and 6.5) shall survive any termination of this Agreement, whether under this Section 8 or otherwise.

8.4 Termination of On-going Support. Upon the effective date of termination of support services by CUSTOMER in accordance with Section 5.2 ("Support Termination Date"), (i) SUNGARD shall discontinue providing all on-going support services, including SUNGARD's obligations under Section 3.1, (ii) any SUNGARD warranties under this AGREEMENT shall cease to apply for the period after the Support Termination Date, and (iii) SUNGARD shall have no liability with respect to CUSTOMER's use of the product after the Support Termination Date.

9. OTHER PROVISIONS

9.1. Notice. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class, certified, air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. CUSTOMER's address for notices is stated on Schedule A. SUNGARD's address for notices is 23975 Park Sorrento, 4th Floor, Calabasas, CA 91302 - Attention: Contract Administration. In the case of (a) any notice by CUSTOMER alleging a breach of this Agreement by SUNGARD or (b) a

termination of this Agreement, CUSTOMER shall also send a copy to SUNGARD Data Systems Inc., 680 Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section 9.1.

9.2. Publicity. SUNGARD shall be permitted to publicize the license sale hereunder as long as such publicizing does not infringe the terms of Section 7.1.

9.3. Defined Terms. As used in this Agreement, the following terms have the following meanings:

9.3.1. "affiliate" or "Affiliate" means, with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect.

9.3.2. "Confidential Information" means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and the details of Customer's computer operations and shall include SUNGARD's Proprietary Items. Confidential Information shall also include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed hereunder.

9.3.3. "Export Laws" means all laws, administrative regulations and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property, or registration of this Agreement, including the Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the U.S. Department of State, and the Enhanced Proliferation Control Initiative. "Applicable Jurisdiction" means the U.S. and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

9.3.4. "Good Faith Dispute" means a good faith dispute by CUSTOMER of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (1) CUSTOMER has given written notice of the dispute to SUNGARD promptly after receiving the invoice and (2) the notice explains CUSTOMER's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

9.3.5. "including" means including but not limited to.

9.3.6. "Optional Features" means such refinements, improvements and enhancements to the Software which SUNGARD, in its sole discretion, offers to its customers for an additional fee.

9.3.7. "person" or "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or

other entity of any nature.

9.3.8. "Proprietary Items" means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, releases, refinements, improvements and enhancements of the Software or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

9.3.9. "Scope of Use" means the Designated Computer(s), Designated Location(s), License Term, Number of Work Stations, Number of Users, Number of Production Databases, Number of Production Servers, and/or other parameters as appropriate, stated on Schedule A.

9.3.10. "Upgrades" means periodic modifications, revisions and updates to the Software which SUNGARD, in its sole discretion, incorporates into the Software and makes available to its general customer base under its general ongoing support service program and at no additional charge to CUSTOMER.

9.4. Parties in Interest. This Agreement shall bind, benefit and be enforceable by and against SUNGARD and CUSTOMER and, to the extent permitted hereby, their respective successors and assigns. Neither party shall assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent which consent shall not be required in the case of an assignment to a purchaser of or successor to substantially all of such party's business, or to an affiliate of such party provided that the scope of the license granted hereunder does not change and assignor guarantees the obligations of the assignee. For the purposes of this Section 9.4, any change in control of either party and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement.

9.5. Export Laws and Use Outside of the United States. CUSTOMER shall comply with the Export Laws. CUSTOMER shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any Applicable Jurisdiction to which a license is required under the Export Laws without first obtaining a license.

9.6. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

9.7. Entire Understanding. This Agreement, which includes and incorporates the Schedules referred to herein, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Any written, printed or other materials which SUNGARD provides to CUSTOMER that are not included in the Documentation are provided on an

"as is" basis, without warranty, and solely as an accommodation to CUSTOMER.

9.8. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

9.9. Severability. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.

9.10. Headings. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

9.11. Jurisdiction and Process. In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Commonwealth of Pennsylvania, and (b) the prevailing party shall be entitled to recover its reasonable attorneys' fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

9.12. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON OR SIMILAR TO THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY.

SCHEDULE A
TO SOFTWARE LICENSING AND SERVICES AGREEMENT
DATED _____

LICENSE ORDER

CUSTOMER	:	City of Santa Clara
DESIGNATED LOCATION(s)	:	1500 Warburton Ave Santa Clara CA 95050
SOFTWARE	:	AvantGard/APS2(as described in Attachment 1 to this Schedule A)
DOCUMENTATION	:	1 Copy on CD-ROM
SCOPE OF USE		
PLATFORM	:	Windows XP or Windows 2000
NUMBER OF WORKSTATIONS	:	1
NUMBER OF PRODUCTION DATABASES	:	1
NUMBER OF USERS	:	1
INITIAL LICENSE FEE	:	USD \$16,800.00
PAYMENT OF INITIAL LICENSE FEE	:	The Initial License Fee is payable as follows: <input type="checkbox"/> 100% upon the Effective Date
QUARTERLY SUPPORT FEE	:	USD \$ 840.00 per quarter.
INCREASE LIMITATION OF QUARTERLY SUPPORT FEE	:	CPI+3% per year
CUSTOMER ADDRESS FOR INVOICES	:	1500 Warburton Ave Santa Clara CA 95050
CUSTOMER ADDRESS FOR NOTICES	:	1500 Warburton Ave Santa Clara CA 95050
INSTALLATION DATE	:	September 10, 2004
MINIMUM CONVERSION, INSTALLATION SUPPORT & TRAINING DAYS	:	\$1,800.00 via phone
STANDARD PROFESSIONAL SERVICES FEES IN EFFECT ON DATE OF AGREEMENT	:	\$200.00 per hour
NORMAL BUSINESS HOURS	:	7 AM to _6_PM EST (Monday through Friday excluding SunGard holidays)
OTHER TERMS	:	NONE

ATTACHMENT 1 TO SCHEDULE A

SOFTWARE DESCRIPTION

AvantGard/APS2 - Base Portfolio Module

Interface to FT Interactive Data Corporation for market pricing

SCHEDULE B
TO SOFTWARE LICENSING AND SERVICES AGREEMENT
DATED _____

SPECIFIED CONFIGURATION	
HARDWARE AND SOFTWARE REQUIREMENTS	

APS 2 In-House
Hardware & Operating Environment Requirements

01/04

		Minimum (Small User Base)	Recommended (Mid-Large User Base)
10. Client	11. Processor Memory Hard Drive (Type) Hard Drive (Size) CD ROM Floppy Disk Monitor Modem 12. Other	Pentium-class PC (300MHz) or higher 128 MB of RAM or higher Ultra ATA/100 HDD Minimum of 350 MB available Yes Yes SVGA monitor capable of 1024/768 resolution Intel (or compatible); Microsoft Internet Explorer 5.01 (with SP 2) or higher (for installation usage only); LAN card that can be configured for TCP/IP; Laser Printer; pcANYWHERE 10.0 for remote support (optional, but highly recommended)	Pentium-class PC (300 MHz) or higher 256 MB of RAM or higher Ultra ATA/100 HDD Minimum of 350 MB available Yes Yes SVGA monitor capable of 1024/768 resolution Intel (or compatible); 56.6K baud Modem; Microsoft Internet Explorer 5.01 (with SP 2) or higher (for installation usage only); LAN card that can be configured for TCP/IP; Laser Printer; pcANYWHERE 10.0 for remote support
	13. Operating Systems	Win '98, Win 2000 (Professional) Win XP or NT 4.0 (with Service Pack 6A) or higher for installation usage only	

14. Server	15. Processor Memory Hard Drive (Type) Hard Drive (Size) CD ROM Floppy Disk Monitor 16. Other	Pentium-class PC (900 MHz or higher) 128 MB of RAM or higher Ultra ATA/100 HDD Minimum of 350 MB available Yes Yes SVGA monitor capable of 1024/768 resolution Microsoft Internet Explorer 5.01 (with SP 2) or higher (for installation usage only); Network Card (Ethernet) with at least 100 Megabits; TCP/IP protocol; Backup System (daily backup recommended) C-Tree SQL Server	Pentium-class PC (1 GHz or higher) 512 MB of RAM or higher Ultra ATA/100 HDD Minimum of 500 MB available Yes Yes SVGA monitor capable of 1024/768 resolution Microsoft Internet Explorer 5.01 (with SP 2) or higher (for installation usage only); Network Card (Ethernet) with at least 100 Megabits; TCP/IP protocol; Backup System (daily backup recommended) C-Tree SQL Server
	17. Databases 18. Operating Systems	Proprietary Win XP. Win 2000 with Service Pack 2 or NT 4.0 with Service Pack 6A or higher for installation usage only	

(TO BE COMPLETED BY FT INTERACTIVE DATA)
USER ID AND PASSWORD: D460#SC
ACCOUNT NUMBER:

Services Agreement for Use with RemotePlus™ Customers Using Software Provided by an Authorized Third Party Vendor

RETURN COMPLETED SERVICES AGREEMENT TO:

FT Interactive Data
Attn: Micro Client Support, MS B1-1
22 Crosby Drive
Bedford, MA 01730
USA

Fax Number: 781-687-8166
(Please do not fax to any other phone number.)

NAME AND ADDRESS OF CUSTOMER ("CUSTOMER")

CITY OF SANTA CLARA
FINANCE - ADMIN. SVCS.
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050

ATTENTION OF: VICTOR IP

TELEPHONE #: (408) 615-2348

Customer hereby requests that FT Interactive Data Corporation ("FT Interactive") furnish certain services to Customer, as described below, and Customer agrees to take and pay for such services, pursuant to the terms and conditions of this Agreement.

1. Service

FT Interactive agrees to provide to Customer, as available to FT Interactive through existing or future agreements with its data suppliers, certain data available through FT Interactive's RemotePlus service (the "Service"). The data which Customer may access is set forth on the Price List (defined in Section 13 below). The Service is a workstation-mainframe/mini computer data and data delivery service consisting of a series of mainframe/mini computer and workstation-based programs which enable data access, retrieval, and/or transmission of securities pricing, descriptive and fundamental data resident on FT Interactive's computer system. RemotePlus includes workstation-resident software (the "RemotePlus Software") for lookup of securities, online data retrieval, and/or setup and transmission of data files. The Service serves as an intermediary between certain FT Interactive securities databases and the software provided to Customer by a third party vendor authorized by FT Interactive (the "Authorized Software") which requires external data for use on a micro-computer or workstation. The Service includes access to Evaluations (as defined in Section 12 below) of fixed income securities and technical assistance which shall be subject to those additional terms and conditions set forth in Section 12 of this Agreement.

This Agreement is subject to any requirements of FT Interactive's data suppliers under FT Interactive's agreements with such data suppliers, including those requirements which may be imposed from time to time. FT Interactive's agreement to make any data available to

Customer under this Agreement that is provided to FT Interactive by third party data suppliers is expressly conditioned on the effectiveness of FT Interactive's agreements with such data suppliers. FT Interactive shall no longer make such data available to Customer upon termination of the license granted by such data suppliers to FT Interactive to distribute such data.

2. Term of Agreement

This Agreement is effective from the date it is accepted by FT Interactive and shall remain in full force and effect until terminated as hereinafter provided. Either party may, in its discretion, terminate this Agreement effective at the end of any calendar month by giving the other party at least ninety (90) days prior written notice of termination. Customer may terminate this Agreement on the effective date of any change, as contemplated in Section 6 hereof, in the charges, terms or conditions contained in this Agreement by giving FT Interactive at least two weeks prior written notice of termination. Either party may immediately terminate this Agreement for failure of the other party to comply with any of its terms and conditions by giving the other party written notice of termination.



Interactive Data

FINANCIAL TIMES

3. Charges

Customer agrees to pay FT Interactive's charges for the Service as set forth on the RemotePlus Price List applicable to the Authorized Software, as such Price List may be updated from time to time. Customer acknowledges receipt of the RemotePlus Price List applicable to the Authorized Software setting forth, as of the date of such Price List, FT Interactive's charges for the Service.

Payment for the Service shall be due within thirty (30) days of receipt of invoice. Customer shall reimburse FT Interactive for all costs and expenses, including reasonable attorneys' fees, incurred by FT Interactive to collect any charges due under this Agreement.

4. Terminal and Common Carrier Equipment and Service

Customer shall obtain, at its sole cost and expense, terminal equipment, if any, required for use with the Service. Customer shall also obtain, at its sole cost and expense, common carrier communication devices or services, if any, required to communicate with the location at which FT Interactive's services are available.

5. Taxes and Exchange User Fees

Customer agrees to pay all exchange user fees and federal, state and local taxes however designated or levied based on FT Interactive's charges, the Service or otherwise arising out of this Agreement, exclusive, however, of taxes based on FT Interactive's net income.

6. Charges, Terms and Conditions Subject to Change

All charges, terms and conditions contained in this Agreement are subject to change by FT Interactive upon one month's prior written notice. Subject to Customer's right to terminate this Agreement, pursuant to Section 2 above, such changed charges, terms and conditions shall become effective on their effective date, as designated by Interactive. Notwithstanding any other provision herein to the contrary, FT Interactive reserves the right to pass through to Customer any third party supplier change in cost. Charges for new service features shall be effective when such new features are introduced.

7. Warranties; Limitations of Liability

(a) Except as set forth in Section 11 below, FT INTERACTIVE AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

(b) The Service provided hereunder is obtained or derived by FT Interactive from sources, in a manner that Interactive, using commercially reasonable resources, has reason to believe are reliable, such as pricing services, standard financial periodicals or publications, newspapers, brokers, dealers, underwriters and securities exchanges.

While FT Interactive shall exercise good faith in delivering the Service, FT Interactive's or its suppliers' liability and Customer's remedy for any form of action shall not exceed one-half of the fees paid hereunder during the twelve (12) calendar months preceding the alleged injury or damage. Neither FT Interactive nor its suppliers shall have any liability to Customer, or a third party, for errors, omissions or malfunctions in the Service, other than FT Interactive's obligation to endeavor, upon receipt of notice from Customer, to correct a malfunction, error, or omission in the Service.

(c) Customer accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of the Service, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.

(d) Customer shall indemnify FT Interactive and its suppliers against and hold FT Interactive harmless from any and all losses, damages, liability, and costs, including attorney's fees, resulting directly or indirectly from any claim or demand against FT Interactive by a third party arising out of or related to the accuracy or completeness of the Service received by Customer, or any data, information, service, report, analysis or publication derived therefrom. FT Interactive shall not be liable for any claim or demand against Customer by a third party, except as provided in Section 11.

(e) Neither party shall be liable for (i) any special, indirect or consequential damages (even if advised of the possibility of such), (ii) any delay by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply, or (iii) any claim that arose more than one year prior to the institution of suit therefor.

8. Protection of Confidential or Proprietary Information

(a) FT Interactive shall treat as confidential and shall not knowingly copy or duplicate (other than for use as emergency back-up and in the normal course of performing processing on FT Interactive's computer facility) or knowingly disclose to any person or organization any confidential information which is submitted by Customer for processing.

(b) Customer acknowledges that the data and information contained in the Service constitutes copyrighted, trade secret or proprietary information of substantial value to FT Interactive or its suppliers (collectively the "Proprietary Information"). Customer shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of its employees or agents to divulge, any Proprietary Information to any person, except as expressly permitted under Section 9 of this Agreement.

9. Limitations on Use of Service

(a) Subject to Subsection 9(b) below, Customer agrees to use the Service solely for its internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or organization, except as permitted in subsection 9(b) below. In addition, Customer agrees that the Service (including the Data as defined below) shall be used only in conjunction with the Authorized Software and shall not be used for Customer's general use, transfer or copying.

(b) For the purposes of this Agreement, "Workstation" shall mean one personal computer or other type of workstation designed for use by one individual at a time. Use of the Service is limited to productive use on the number of Workstations indicated in Section 14 of this Agreement and not for any other productive use. All Workstations must be located at the street address of Customer set forth above in this Agreement.

Customer does not include Customer's affiliates, parent organization or any joint venture. The information and data contained in the Service, or any portion thereof (the "Data"), may not be transferred to or used on any other computer system. Customer may disseminate reports and analyses that contain "insubstantial" portions of Data by either hard copy or view only access; provided that such dissemination is for human cognition only and not for manipulation in machine readable form ("Hard Copy Reports"). "Insubstantial" means those portions of Data which in the aggregate do not form a significant part of the Service. Other than the Hard Copy Reports, no other distribution of the Data is permitted. Customer agrees to pay any incremental fee for any use it makes of the Data not expressly permitted under this Agreement. Upon reasonable advance notice, FT Interactive is hereby granted the right to audit and examine Customer's books and records relating to Customer's use of the Service and all computer equipment, devices, components, transmission equipment and software used by Customer in connection with the Service.

Each party shall take reasonable measures to advise its employees and agents of their obligations pursuant to this Section 9.

Customer shall not use the Services for any unlawful purpose.

Customer shall not, nor permit its employees or agents to, disassemble, decompile, reverse engineer, or reengineer the RemotePlus Software.

10. Marks

In providing the Services FT Interactive may from time to time make reference to product names or other names or marks that Interactive, or its suppliers, consider proprietary ("Marks"), such as the identification numbers and descriptions of securities created by Standard & Poor's CUSIP Service Bureau ("CSB") and known as CUSIP

Numbers and CUSIP Uniform Descriptions. The Customer acknowledges that such numbers and descriptions were created by CSB through the expenditure of considerable work, time and money. The Customer agrees to protect the proprietary and copyright position of CSB and of the American Bankers Association in such numbers or descriptions both during and after the term of this Agreement. The Customer will not transfer such numbers or descriptions, or extracts therefrom or summaries thereof, to any other person or organization. It is not intended hereby to publish any or all of such numbers or descriptions furnished hereto; provided, however, that this Section shall not be deemed to prohibit the use of such numbers and descriptions in the normal course of processing security transactions or in the normal course of business of Customer, so long as the use of such numbers and descriptions is not intended to and does not serve in any way for the purpose of the creation or maintenance of a file of CUSIP numbers or descriptions for itself or for any other person or organization and is not intended to create and maintain and does not serve in any way as a substitute for any CUSIP service offered generally by CSB. Customer shall not use the Marks alone or in connection with other words, without the consent of FT Interactive or the relevant supplier as applicable.

11. Patents, Copyrights, and Proprietary Rights

If any action is instituted against Customer based upon a claim that the use of the Service provided to Customer by FT Interactive constitutes a direct infringement of any United States patent, copyright or other proprietary right, FT Interactive will defend such action at its expense and will pay all costs and damages attributed to such claim and finally awarded against Customer; provided that Customer promptly notifies FT Interactive of such action and gives FT Interactive the sole authority and all information and assistance necessary (at FT Interactive's expense) to defend or settle said action. FT Interactive shall have no liability to Customer for any infringement action or claim which arises out of an unauthorized use of the Service by Customer, or Customer's employees or agents, or for any costs or expenses incurred without FT Interactive's written authorization.

If such claim has occurred, or in FT Interactive's opinion is likely to occur, FT Interactive may, at its election and expense, either obtain for Customer the right to continue using the Service at issue or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Customer agrees to discontinue use of said Service.

This Section sets forth the exclusive remedy of Customer against FT Interactive or any of its suppliers for patent, copyright or other proprietary right infringement.

12. Evaluated Data

In the event that Customer at any time receives Data from FT Interactive containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by FT Interactive, may consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) FT Interactive's methodologies used to provide the pricing portion of certain Data may rely on evaluations; however, Customer acknowledges that there may be errors or defects in FT Interactive's software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Customer assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the Service in Customer's applications, regardless of any efforts made by FT Interactive in this respect. Customer shall indemnify and hold FT Interactive completely harmless in the event that errors, defects, or inappropriate evaluations are made available via the Service or the Data.

For purposes of this Agreement, "Evaluation" means (i) mathematically derived approximations of estimated value, or (ii) individual security evaluations for miscellaneous issues, such as non-investment grade issues and issues with special terms and conditions which may not fit into any of FT Interactive's current evaluation models. Evaluations are not the transaction price at which an investment can be purchased or sold in the market, since no evaluation can correspond to or approximate the actual market price which could be obtained by the end user on any given day for any particular security. Mathematically derived Evaluations are based upon certain market assumptions and evaluation methodologies reflected in proprietary algorithms and may not conform to trading prices or information available from third parties. In evaluating those miscellaneous issues described above, FT Interactive's evaluators concentrate on market integrity within both market sector and issuer, examine the individual characteristics of each issue and confer with broker/dealers and other information sources. Evaluations are sometimes referred to as "pricing services" or "prices" solely for convenience of reference.

13. General

(a) This Agreement and the RemotePlus Price List (the "Price List"), as such Price List may be updated from time to time, constitute the entire understanding of the parties with respect to the Service and supersedes all prior or collateral agreements, or understandings. In the event that

any supplier of data provided hereunder requires that a separate agreement or schedule be executed by Customer, such agreement or schedule shall be deemed an addendum hereto and a part hereof. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. The Customer acknowledges that in executing this Agreement, it has not relied on any representation by FT Interactive or its employees or agents other than those incorporated herein, and further it has had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof.

(b) The laws of the State of New York shall govern the construction and interpretation of this Agreement.

(c) No assignment (as that term is defined in the Investment Advisers Act of 1940) of a party's rights or obligations under this Agreement may be effectuated without the prior written consent of the other party; provided, however, that FT Interactive may assign this Agreement and any of its rights hereunder to any affiliate of FT Interactive; and provided further, that FT Interactive's consent to an assignment of this Agreement by Customer shall not be unreasonably withheld, except in the event that the proposed assignment is to a competitor or customer of FT Interactive, in which case FT Interactive may withhold its consent to assignment in its sole discretion. Customer acknowledges and agrees that (i) a transfer by operation of law or otherwise of Customer's interest in this Agreement and (ii) a Change of Control affecting Customer shall be deemed to constitute an assignment by Customer of Customer's rights, duties and obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The rights under this Agreement shall inure to the benefit of any third party holding any rights, interest or title in the Proprietary Information, or the property from which the Proprietary Information was derived. For purposes hereof, "Change of Control" shall mean, with respect to any entity, a transfer (whether in a single transaction or a series of related transactions) of more than fifty percent (50%) of the stock or other equity interests having voting or other rights to direct the management of such entity.

(d) Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

(e) Unless otherwise notified in writing, notices required under this Agreement shall be sent to the address given above if to Customer, and to 22 Crosby Drive, Bedford MA 01730, USA, Attn: Customer Setup MS B1-1, if to FT Interactive.

(f) The provisions of Sections 5, 7, 8, 9, 10, 11, 12 and 13 shall survive any termination or expiration of this Agreement.

(g) FT Interactive is a registered investment adviser. Pursuant to the provisions of the Investment Advisers Act of 1940, FT Interactive offers to supply Customer with Part II of FT Interactive's Securities and Exchange Commission Form ADV upon written request of Customer.

(h) This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

14. Customer Usage and Contact Information

CUSTOMER SHALL USE THE SERVICE ON _____ WORKSTATIONS.	
NAME AND VERSION # OF THIRD PARTY SOFTWARE PACKAGE YOU ARE USING TO CONNECT TO INTERACTIVE: <u>Sungard APS2</u>	
BILLING ADDRESS OF CUSTOMER:	<u>CITY OF SANTA CLARA</u> <u>FINANCE-ADMIN. SVCS.</u> <u>1500 WARBURTON AVENUE</u> <u>SANTA CLARA, CA 95050</u>
ATTENTION OF:	<u>VICTOR IP</u>
TELEPHONE #:	<u>(408) 615 2348</u>

Requested by: CUSTOMER: <u>CITY OF SANTA CLARA</u> BY: <u>Jennifer Sparacino</u> AUTHORIZED SIGNATURE TITLE: <u>CITY MANAGER</u> DATE: <u>9/20/04</u>	Agreed to and accepted by: FT INTERACTIVE DATA CORPORATION BY: <u>Susan Buel</u> TITLE: <u>Sr. Director, Client Services</u> DATE: <u>10/6/04</u>
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RemotePlus™ is a trademark of FT Interactive Data Corporation. Other products, services, or company names mentioned herein are the property of, and may be the service mark or trademark of, their respective owners.

APPROVED AS TO FORM

Date 9/13/04
[Signature]
DEPUTY CITY ATTORNEY

© 2003 FT Interactive Data Corporation
7926 (0403)

ATTEST:

[Signature]
City Clerk



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RemotePlus Fee Schedule 7/1/04

For Services through an Authorized Software Vendor
U.S. and Canadian Price List

Current Business Day Data Or any request within last 30 calendar days				Time-Series Pricing Data Historical Pricing		
Monthly Per Security Fees				Per Hit Fees		
	Daily >10/mo	Weekly 2-10/mo	Monthly 1/mo	Daily >10 dates	Weekly > 2 dates	Mo/Qu/Yrly > 1 date
Pricing Data						
US & Canadian Data						
U.S. & Canadian Equities	\$0.7042	\$0.2817	\$0.1408	\$0.0174	\$0.0487	\$0.1057
FASTPRICE™ for Equities	\$3.9125	\$0.8317	\$0.1878	Not Available		
Pink Sheets ¹	\$0.7042	\$0.2817	\$0.1408	\$0.0174	\$0.0487	\$0.1057
Indices	\$1.2023	\$0.4809	\$0.2404	\$0.0296	\$0.0831	\$0.1803
Preferreds	\$1.1476	\$0.4590	\$0.2295	\$0.0281	\$0.0794	\$0.1722
Unlisted ADRs	\$4.0950	\$1.6379	\$0.8191	\$0.1009	\$0.2835	\$0.6142
Money Market Mutual Fund Yields	\$0.7042	\$0.2817	\$0.1408	\$0.0174	\$0.0487	\$0.1057
Listed Bonds	\$0.7253	\$0.2902	\$0.1450	\$0.0179	\$0.0502	\$0.1089
FASTPRICE for Corporate Bonds	\$13.4324	\$2.7939	\$0.6447	Not Available		
Evaluated Bonds and Medium Term Notes	\$2.6609	\$1.0644	\$0.5318	\$0.0655	\$0.1843	\$0.3989
High Yield Securities	\$2.6609	\$1.0644	\$0.5318	\$0.0655	\$0.1843	\$0.3989
Treasuries and Agencies Discount Notes	\$1.1820	\$0.4728	\$0.2384	\$0.0289	\$0.0818	\$0.1774
MBS/SBA	\$2.6609	\$1.0639	\$0.5318	\$0.0655	\$0.1841	\$0.3989
Munis				No Scale Available		
1 - 500	\$2.0353	\$0.9124	\$0.3509	\$0.0379	\$0.1657	\$0.2762
> 500	\$1.1697	\$0.6082	\$0.2807	\$0.0368	\$0.1609	\$0.2682
FASTPRICE for Munis	\$15.3516	\$3.1931	\$0.7369	Not Available		
CMOs & Asset-Backeds				No Scale Available		
1 - 50	\$15.3516	\$7.6736	\$3.4540	\$0.3973	\$1.3944	\$2.7200
51 - 100	\$11.5015	\$6.9083	\$2.8902	\$0.3973	\$1.3944	\$2.7200
101 - 500	\$8.0413	\$5.6514	\$2.4305	\$0.3973	\$1.3944	\$2.7200
> 500	\$5.0440	\$4.2980	\$1.7563	\$0.3973	\$1.3944	\$2.7200
Long Term CDs	\$2.6609	\$1.0639	\$0.5318	\$0.0655	\$0.1843	\$0.3989
Canadian Bonds and T-bills	\$2.6609	\$1.0639	\$0.5318	\$0.0655	\$0.1841	\$0.3989
Options	\$1.3509	\$0.5404	\$0.2702	\$0.0332	\$0.0934	\$0.2026
Commodities and Futures	\$1.3509	\$0.5404	\$0.2702	\$0.0332	\$0.0934	\$0.2026
Money Market Securities	\$3.3466	\$1.3387	\$0.6692	\$0.0824	\$0.2318	\$0.5020
UIT Pricing	\$1.1476	\$0.4590	\$0.2295	\$0.0281	\$0.0794	\$0.1722
International Data						
Listed Pricing	\$2.3909	\$1.6120	\$0.6988	\$0.0589	\$0.2789	\$0.5239
Indices	\$4.0820	\$2.7517	\$1.1924	\$0.1005	\$0.4764	\$0.8942
Bond Evaluations	\$11.8207	\$8.2223	\$3.5198	Not Available		
Spot Rates ²	\$5.3730	\$1.3942	\$0.3868	\$0.1324	\$0.2412	\$0.2902
Spread/Yield Data						
Corporate Bond Spread/Yield	\$0.7057	\$0.2712	\$0.1355	Not Available		
Announcement Data						
			Monthly Fee			
US and Canadian Data						
Corporate Actions & Dividends			\$0.8213			
Reorganization Data			\$1.3688			
Registered Bond Interest			\$0.5199			
CMO & Asset-Backed Factors			\$1.1498			
Mortgage-Backed Factors			\$0.5749			
Indicated Annual Dividend			\$0.2828			
Shares Outstanding			\$0.1366			
Earnings			\$0.1366			
Current Coupon			\$0.3090			
International Data						
Corporate Actions & Dividends			\$2.2174			
Indicated Annual Dividend			\$0.5257			
Shares Outstanding			\$0.3379			
Earnings			\$0.3379			
Ratings and Miscellaneous Data						
US and Canadian Ratings						
Moody's [®]			\$0.1578			
S&P [®]			\$0.1578			
Fitch			\$0.1578			
International Ratings						
Moody's			\$0.2101			
S&P			\$0.2101			
Miscellaneous Data						
NAICS			\$0.1366			
North American Beta			\$0.7885			
Section 13f			\$0.1702			
Original Issue Discount (OID)			\$0.1702			
FFIEC Final Test Result			\$1.0888			

Descriptive Data		Initialization	Update Fee
US and Canadian Data			
Basic Information		\$1.7773	\$0.2087
Terms & Conditions		\$2.0400	\$0.2408
International Data			
Basic Information		\$4.9309	\$0.6028
Terms & Conditions		\$15.7817	\$1.8887

Subscription Fees	Annual Fee (Billed Monthly)
Basic Service Fee	\$790
Compustat® Industrial	\$12,758
Compustat Research	\$8,381
Pink Sheet Pricing Access	\$2,400
Forward Rates ²	\$4,007

Pricing Data Fees - Current and Time-Series

Pricing Data fees are broken down into two categories: Current Pricing and Time-Series Pricing.

Current Pricing fees cover data requests for either latest pricing or pricing within the last thirty calendar days for a particular security. Fees are charged on a per security basis covering a calendar month. For Current Pricing data fees, there are three periodicities (Daily, Weekly and Monthly) which are determined based upon the number of unique days a security is accessed within a calendar month. If a security is accessed one time in a given calendar month, we assume Monthly periodicity. If a security is accessed between two and ten times in a given calendar month, we assume Weekly periodicity. If a unique security is accessed more than ten times in a given calendar month, we assume Daily periodicity.

Time-Series fees are per-hit transaction fees for data retrievals greater than thirty days for a particular security. If any date requested is thirty days earlier than today's date, the accounting system will charge both a Current Pricing fee and a Time-Series Pricing fee. For the Time-Series Pricing fee, the available periodicities (Daily, Weekly and Monthly/Quarterly/Annual) are determined by looking at the dates requested. If more than ten dates are requested for a particular security in a given calendar month, Daily data retrieval is assumed. If the data request contains more than two dates but less than ten, Weekly periodicity is assumed. If a user requests one or two dates, Monthly/Quarterly/Annual periodicity is assumed.

Spread/Yield Data Fees

Spread/yield data fees are treated like pricing fees. Only current data is available.

Announcement Data

Announcement Data includes corporate action, dividend, and split data, reorganization data, registered bond interest data, CMO, asset-backed, and mortgage-backed factor data, indicated annual dividend data, shares outstanding data, and earnings data.

If data for corporate action, dividend, and split data is requested for dates within the past year or for the latest announcement only, a Current Monthly fee is charged. If no date is specified as part of the data request and more than four announcements are requested, this request will fall under the Current and Historical Monthly Fee category.

Reorganization data is only available for the past six months. Only the latest data is available for indicated annual dividend data and earnings data. Thus, only the Current Monthly fee is applicable.

CMO, asset-backed, and mortgage-backed factor data for the latest available three months would be treated as Current Monthly data. If more than three factors are requested or a data retrieval is greater than three months for a particular security in a given calendar month, the Current and Historical Monthly fee applies.

If data for North American shares outstanding is requested for dates within the past year or for the latest data only, a Current Monthly fee is incurred. If no date is specified as part of the data request and more than twelve shares outstanding data values are requested, the Current and Historical Monthly Fee will apply.

Only the latest international shares outstanding data is available. Thus, only the Current Monthly fee is applicable.

Current coupon data for the latest available two months would be treated as Current Monthly data. If three or more instances of data are requested or a data retrieval is greater than two months for a particular security in a given calendar month, the Current and Historical Monthly fee applies.

Ratings and Miscellaneous Data

Only the latest Moody's, Standard & Poor's, Fitch rating data, NAICS, beta data, Section 13F data, and OID data are available. Thus, only the Current Monthly fee is applicable.

Descriptive Data

Descriptive Data consists of Basic Information data and Terms & Conditions data. For each category of Descriptive Data, there is an Initialization fee and an ongoing Monthly Update fee. The Initialization fee for Basic Information is charged if a user did not pull Basic Descriptive data in the previous month. The Initialization fee for Terms & Conditions is charged if a user did not pull Terms & Conditions data in the previous month.

Service Fee and Annual Subscription Fees

There is a basic service fee of \$790 per year per user. The data sets in this Subscription fee section are billed monthly at 1/12th of the annual fee. Any items that fall into these categories are not subject to any other per security or per transaction fee.

Invoices

A monthly invoice that itemizes data charges will be sent to all customers. Fees are listed and payable in U.S. dollars. Prices may be changed on 30 days' prior written notice.

Additional Notes

¹ Pink Sheet Pricing Access - Effective May 1, 2001 as a result of a new agreement with Pink Sheets LLC, the new monthly fee for current day pricing access to this data is \$200/month. This fee is in addition to FT Interactive Data fees.

² WM Company will now apply their own end-user charges for spot and forward rates. These end-user charges are per site and in addition to any current FT Interactive Data fees. These end-user charges are subject to change at any time upon notification by the supplier of this data. It is anticipated that WM Company will be billing customers directly for these end-user charges.